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VOL. XL., No. 5.

The Solicitors' Journal and Reporter.

LONDON, NOVEMBER 30, 1895.

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CURRENT TOPICS.

MR. JUSTICE ROMER has this week entered upon the hearing of the actions which were recently transferred to him, and, unless there should occur two or three cases of a lengthy description, such as were before him during the last three weeks, he will have made a considerable reduction in his list of actions before the Courts rise for the Vacation.

LORD HERSCHELL is still continuing his assistance on four days in each week in Court of Appeal No. II., in the hearing of Chancery final appeals. The list of those appeals is so far reduced that there is a strong probability that the loss occasioned by the prolonged absence of Lord Justice LINDLEY will not result in any appreciable increase in the number of Chancery final appeals to be carried over to the list of Hilary, 1896.

THE RETIRING pension which Mr. GLOSTER, the late cause clerk, will receive on his retirement has been ascertained by his friends to be insufficient to support him and his family for the remainder of his days. Hence a fund is being raised by his colleagues, and an appeal is being made to members of the profession who do not occupy any official position, but who appreciate his services, and the ready courtesy in the discharge of his duties over a long course of years, which was Mr. GLOSTER's uniform characteristic. Subscriptions may be paid to Mr. HULL, the new Cause Clerk, Room 136, Royal Courts.

THE BENCHERS of the Inns of Court having adopted the report of a joint committee recommending the granting the indispensable £600 a year for the support of the General Council of the Bar; withdrawing the conditions previously proposed, but stipulating that "the Inns of Court do not recognize, and the council of the Bar in accepting it shall not claim, any right to exercise any of the jurisdiction, powers, or privileges of the Inns of Court," a meeting of the Bar was held on Wednesday to consider the benchers' reply; which, together with the conditions, was all but unanimously agreed to. This course was, no doubt, in accordance with common sense, but it affords a somewhat curious contrast to the extensive claims which were originally put forward for the new representative body of the Bar.

By a most unwise and unfortunate act on the part of someone, an account has been sent to the *Times* (obviously derived mainly from the memoranda accompanying the draft Bills) of the general contents of the alternative Bills which, as many of our readers have known for some time, have been, and still are, under consideration by the Council of the Incorporated Law Society. It is hardly necessary to say that these draft Bills were deemed by the Council to be in the nature of confidential documents. They were to be discussed on Friday of this week by the Council with the representatives of the provincial law societies, and until this discussion has taken place, it is impossible to say what will be the contents of the measure to be brought before Parliament. The effect of the publication of the statement in the *Times* will be to represent to the general public (including the members of the Legislature) that the Council of the Incorporated Law Society are hopelessly divided upon the question of even the elementary lines on which legislation should proceed. On the one hand, the memorandum of one Bill is represented as stating that "Mr. WOLSTENHOLME has expressed the opinion that a system of protection in the nature of caveats and inhibitions was absolutely essential to any chance of getting the Bill through the Legislature, and he had worked out a scheme providing for them in sections 13 to 23 of the Bill, to the effect that there should be kept at the office of Land Registry a Register of Cautions and a Register of Inhibitions to be lodged under this Act, and any person requiring a search may apply by post to the registrar to effect the search, and the registrar shall file a certificate and send a copy to the person requiring it by return of post, and such certificate shall be conclusive, will become part of the purchaser's documents of title, and will relieve future dealers with the land from the necessity of making an inquiry in respect of any cautions or inhibitions which may appear on the register against the former owner." And, on the other hand, the President is represented as stating in his memorandum that the draft Bill which is understood to be favoured by the majority of the Council, and which has been drafted by the most eminent living conveyancer, is "not an adequate solution of the present difficulty"; that "the analogy sought to be worked out between stocks and shares, and land, is false and misleading"; and that, "followed to its logical conclusion, it must lead to a registry such as exists with registered stocks and shares, and ultimately to land warrants to bearer"; and, that "the provision that the Land Registrar shall keep a register of this nature will inevitably wreck the measure and strengthen the hands of those who desire a Land Registry Bill like that of last Session." This is no doubt strong language even for a private memorandum, which, so long as it remains private, comes only into the hands of persons acquainted with the circumstances under which the two drafts are put forward, merely as candidates for ultimate adoption in their present or a somewhat modified form. But to the general public, including the members of the Legislature, the effect of the publication of the statement in the *Times* will be to lead to an impression that solicitors cannot agree, and don't want to agree, upon any amendment of the present system of conveyancing.

If we might venture to speak after the plain fashion favoured by the president, we should say that the question has been continuously muddled. The first mistake was in deprecating any resolution at the Liverpool meeting which would fetter the hands of the council. What was really wanted was some resolution which would bind the council to come to a decision and to act on such decision. The second mistake was the feeble course of submitting instructions to Mr. WOLSTENHOLME leaving it to him to consider and prepare such a Bill as he should think best calculated to amend and simplify, and therefore cheapen, conveyancing. This meant, apparently, "we cannot agree, and must leave it to you to do as you think best." The third mistake was, when Mr. WOLSTENHOLME had framed a Bill in accordance with his own views, in permitting a rival Bill to be run. And the fourth mistake was in attempting to keep the matter secret. If the council could not agree, the best course would have been, before preparing any Bill, to state the reasons for and against each view, and let them be threshed out in the legal journals

and by the profession at large. We confess we have no great hope of the result. The council appear to us to have in this matter abdicated the position they should hold of deciding on a line of policy and "educating" the profession up to it. Although we recognize the great difficulties which surround the question, we cannot help thinking that they might have been surmounted by a somewhat firmer method of dealing with the matter.

THE CROWN has secured a conviction against BALFOUR on the second indictment that has been tried, and on Thursday BRUCE, J., passed sentence upon him in respect of both indictments, and against BROCK and MORELL THEOBALD in respect of the first indictment. The sentences shew that the judge, in agreement with what has throughout been matter of notoriety, recognized a grave difference between the culpability of the different offenders. As we noticed last week, the charges in the first case related to the conduct of the defendants as directors of the Lands Allotment Co. in making false entries in the books of the company and in circulating false accounts. The interest of the defendants was apparently limited to the receipt of their fees as directors, but the effect of their misrepresentations was to extract from the public large sums of money, the greater part of which were lost when disaster overtook the Balfour companies. For these offences BALFOUR has been sentenced to seven years' penal servitude, and BROCK and THEOBALD respectively to nine and four months' imprisonment, with hard labour. There is no doubt that BROCK acted under the influence of BALFOUR, and THEOBALD, though too late, seceded from the company because he disapproved of the policy pursued. In the second case BALFOUR was convicted of appropriating to his own use moneys of the House and Land Investment Trust, a company of which he was chairman. A sum of £20,000 was added to the price of property at Whitehall, purchased by the Trust. A large part of this—probably half—went into BALFOUR's pockets. The matter was arranged by passing the property through Hobbs & Co., and in his explanatory statement BALFOUR attempted to make it appear that whatever he received was in the form of commission voluntarily paid by the directors of that company. But the connection of the various companies was too close, and BALFOUR's influence too preponderant, for the explanation to be accepted. Under more favourable circumstances the money might have been treated as a secret commission, the subject only of civil proceedings. Judged by the surrounding facts, it was a misappropriation of the moneys of the trust. For this fraud BRUCE, J., pronounced a sentence of seven years' penal servitude to follow the former sentence. Here the matter is to end. The Crown will not proceed with the other indictments, which relate, among other things, to the affairs of the Liberator and the House and Land Investment Trust, and this decision is doubtless a wise one. The investigation, so far as it has gone, taken with the previous trials of WRIGHT, HOBBS, and NEWMAN, has revealed quite enough to shew the constitution and management of the various companies. It would be going too far to say that they were altogether fraudulent, but it is clear that they were part of a scheme for BALFOUR's self-aggrandisement, and in pursuance of this scheme he was reckless of the ruin which might fall, and which in the result did fall, upon the multitudes whom he deceived.

THE CASE of *Re Jeffery, Arnold v. Burt* (44 W. R. 61; 1895, 2 Ch. 577), is a satisfactory close to the unfortunate chapter of litigation that began with *Re Jeffery, Burt v. Arnold* (39 W. R. 234; 1891, 1 Ch. 671), and had the effect of discrediting the maintenance power supplied by section 43 of the Conveyancing Act, 1881. NORTH, J., in the earlier case decided that accumulations of income of a fund, bequeathed to the children of A. attaining twenty-one, belonged to such of them as had attained twenty-one at the time the income accrued, to the exclusion of the others, with the result that, section 43 notwithstanding, the income of the fund could not be resorted to for the infants' maintenance: see *Re Dickson* (33 W. R. 511, 29 Ch. D. 331). The subject did not come up before the Court of Appeal until 1894, when the doctrine of *Re Jeffery, Burt v. Arnold*, was disapproved in *Re Holford* (42 W. R. 563; 1894, 3 Ch. 30),

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LINDLEY, L.J., in his judgment, in which LOPES, L.J., concurred, saying explicitly that *Re Jeffery* proceeded upon a misconception of the cases, and could not be supported (1894, 3 Ch., p. 46). But in *Re Holford* the class was closed at the testator's death, and the maximum number of shares was consequently ascertained, whereas in *Re Jeffery* this was not so, the class being liable to increase, and the question was raised in *Re Jeffery, Arnold v. Burt*, whether the facts fell within the decision of the Court of Appeal in *Re Holford*. The authority of *Furneaux v. Rucker* (W. N., 1879, p. 135), one of the cases on which NORTH, J., based his first decision in *Re Jeffery*, had meanwhile been annihilated by the criticisms of the Court of Appeal in *Re Woodin* (43 W. R. 615; 1895, 2 Ch. 309): see 1895, 2 Ch., p. 318, per KAY, L.J. In *Re Jeffery, Arnold v. Burt*, NORTH, J., was asked to determine whether infants were entitled to share in the income of the fund, and, if they were, to allow maintenance under section 43 out of the contingent shares of infants in the income, and, notwithstanding the distinction in the facts, NORTH, J., decided that the case was governed by *Re Holford*. LINDLEY, L.J., in that case had distinguished the principal authorities relied upon as supporting *Re Jeffery, Burt v. Arnold*, upon the ground that not one of them decided the rights *inter se* of the existing members of a class of persons contingently entitled to property, and had arrived at the conclusion, on the one hand, that there was no sense in saying that one of a class took the whole income in which others of the same class had already a contingent interest which might become absolute, and, on the other hand, that to treat the future possible rights of unborn persons as existing rights, even if only contingent, would have been to depart from sound principles with no sufficient justification, see 1894, 3 Ch., p. 46. NORTH, J., held that this judgment was applicable to the case before him, and treated his first decision in *Re Jeffery* as overruled by *Re Holford*.

It is not unfrequently happens in divorce proceedings, after a decree absolute has been obtained, that difficulty is experienced in enforcing an order made upon the guilty husband for maintenance. It is useful to call attention to the case of *Newton v. Newton*, which came before BARNES, J., last Monday, as shewing that a method exists for bringing the delinquent to book. In that case the decree *visi* had been obtained in April, and the decree absolute in November, of this year, the petitioner being the wife. The respondent was stated to be entitled to a sum of £16,000, and the registrar had reported that £5,000 would be a proper sum for him to secure to the petitioner for maintenance. It was also stated that the respondent had, when served with the petition for maintenance, closed his banking account. Under these circumstances, the petitioner moved to confirm the registrar's report as to maintenance, and for an injunction restraining the respondent from putting his property out of the control of the court. The application was successful, the learned judge ordering that the respondent should secure the £5,000, and granting the injunction till it was secured. Authority is not wanting in support of this order. In *Sidney v. Sidney* (17 L. T. 9), where a husband had neglected to comply with an order to secure maintenance, and it appeared that he had settled a large part of his property on his second marriage and was making away with the rest, an injunction was granted to restrain him from so doing, and it was referred to one of the conveyancing counsel of the court to settle a deed securing the maintenance. *Newton v. Newton* (11 P. D. 11) is not inconsistent with this case; a similar injunction was refused there solely on the ground that no order for alimony had yet been made; the Judicature Act, 1875, s. 25, as was pointed out by Sir JAMES HANSEN in that case, did not enlarge the powers of the court to grant an injunction, and, in the absence of an existing order for alimony, the court could not restrain a respondent from dealing with his property merely *quis timet*. But where an order is in force, the power of the court to grant an injunction seems clear. Any reluctance on the part of a respondent to execute the deed of security can be overcome by an order, under section 14 of the Judicature Act, 1884, that the registrar shall execute the deed for him. This course was adopted in *Howarth v. Howarth* (11 P. D. 68), affirmed by the Court of Appeal (*ib.* p. 95); and, of course, compliance with the injunction as to dealing with pro-

perty can be enforced by attachment. It seems difficult, therefore, for a respondent to evade the effects of an order to secure maintenance when once it has been made.

A POINT of some interest arose in the case of *British Wagon Co. v. Gray* in the Court of Appeal on Monday last. The appeal was by the plaintiffs from a refusal by MATHEW, J., in chambers to give leave to serve the writ of summons on the defendant in Scotland. The plaintiffs were an English company and the defendant a domiciled Scotchman, and the action was to recover the hire of coal wagons let by the plaintiffs to the defendant upon the terms of a written agreement. The agreement did not specify a place for payment, but it was contended (and assumed by the court for the purposes of their decision) that payment was to be at the plaintiffs' office in England. So far, the case appeared to fall exactly within the exception contained in R. S. O., ord. 11, r. 1 (e), which provides, in effect, that the writ in an action for breach within the jurisdiction of a contract which ought to be performed within the jurisdiction may be allowed by the court to be served outside the jurisdiction "unless the defendant is domiciled or ordinarily resident in Scotland or Ireland." There would have been no doubt whatever that no leave for service outside the jurisdiction could be given in the present case had it not been for a clause in the agreement containing the contract:—"This agreement shall in all respects be construed and carried into effect according to the law of England, and for the purposes thereof the tenant (viz., the defendant) hereby submits to the jurisdiction of the High Court of Justice in England." This clause, it was urged, put it within the power of the court to allow service on the defendant, for although domiciled in Scotland he had expressly bound himself to submit to the jurisdiction. Two cases appear to have been cited in support of this contention—*The M. Moxham* (1 P. D. 107) and *Tharais Sulphur, &c., Co. v. Société des Métaux* (60 L. T. 924)—but neither of them can, on examination, be considered as bearing on the point raised in the present case; and it would be difficult to find an authority for the proposition that parties can by their private contract give jurisdiction to a court in a case in which its own rules expressly declare that it shall have none. Here the rules lay it down that service on a Scotch defendant shall not be allowed in an action for breach of contract. "How," as KAY, L.J., put it, "could the contract give the court power to do that which the rule said that the court could not do?" The appeal was dismissed, and the defendant may be thankful that the English court gives him a greater degree of protection than he seems to have bargained for even in his own contract.

WHAT ARE the functions of the Court of Appeal when deciding on a question of fact, which has already been adjudicated upon by a judge sitting without a jury? If the correctness of the verdict of a jury is in question, then, as is well-known, the court will not order a new trial unless the jury could not, as reasonable men, have arrived at the verdict upon the evidence before them. If, however, the facts have been found by a judge, they may be brought before the Court of Appeal, and *prima facie*, it is for the Court of Appeal to pronounce its own judgment according to the evidence. But where the evidence has been given orally, it is very seldom that the Court of Appeal will interfere. The judge of first instance has the advantage of seeing the witnesses, and he is in a better position than the Court of Appeal to determine on which side is the truth. But where the evidence is in writing, as where it is by affidavit, or where it has been taken on commission, the same consideration does not exist, and the Court of Appeal can, if it chooses, come to a decision quite irrespective of what happened in the court below. Such, however, is not the rule which is adopted. In *Savage v. Adam* (W. N., 1895, 109) it was laid down that where a case tried by a judge without a jury comes to the Court of Appeal, the presumption is that the decision of the court below on the facts was right, and it is for the appellant to displace the presumption. If the case is left in doubt, it is the duty of the Court of Appeal not to disturb the decision of the court below. In *Colonial Securities Trust Co. v.*

Massey the Court of Appeal have reaffirmed this rule, the Master of the Rolls saying that, even where the evidence is not oral, the presumption in favour of the correctness of the original decision applies, although not so strongly as where the evidence is oral. In either case the Court of Appeal does not decide as a purely independent tribunal. The parties have already obtained a judicial decision, and this decision must stand unless the party impugning it can satisfy the Court of Appeal that it is wrong.

THE EQUITABLE jurisdiction of the Mayor's Court was discussed before CHITTY, J., last week on an application to remove an action by *certiorari*. It was stated on one side that the Mayor's Court always had a jury for equity cases unless specially dispensed with, but it may be doubted whether this large innovation on the old Chancery procedure really exists. The grounds for the application for *certiorari* were the largeness of the amount, the cumbrous procedure, and the complexity of the questions to be tried. Very little is known about the equity practice. Glyn, Jackson, and Probyn devote about one page, out of 148 pages, to the subject, and refer the reader to the old editions of Daniel and Aychbourne's Chancery Practices. It appears that discovery could only be obtained by bill, and that the defendant who wanted to counter-claim would have to file a cross bill. One is inclined to ask in whose interest can this antiquated procedure be kept up?

CONTRACTS BY LOCAL AUTHORITIES.

THE number of local authorities now established throughout England with more or less definite powers of entering into contracts for the purpose of carrying out the duties entrusted to them is so large that it is a matter of serious importance both to "contractors" and to their legal advisers, to have some acquaintance with those provisions of our law which indicate the manner in which these contracts must be expressed. In some cases such contracts are regulated by the ordinary law relating to the contracts of corporate bodies; in others the Legislature has thought fit to require that certain matters shall be definitely provided for in the contract itself; but in all cases there is considerable danger of the contract being wholly bad if the law which governs it be not carefully complied with.

One of the most important rules which govern the contracts of corporations generally is that such a contract must be under seal. "The rule of law is clear," says Lord COLERIDGE, C.J., in *Austin v. Guardians of Bethnal Green* (L. R. 9 C. P. 91), "that *prima facie* and for general purposes a corporation can only contract under seal, for the proper legal mode of authenticating the act of a corporation is by means of its seal"; but he adds that certain exceptions have been grafted on to this rule, and he refers with approval to a passage in *Mayor of Ludlow v. Charlton* (6 M. & W. 815), where it is stated that "wherever to hold the rule applicable would occasion very great inconvenience, or tend to defeat the very object for which the corporation was created, the exception has prevailed; hence the retainer by parol of an inferior servant, the doing of acts very frequently recurring, or too insignificant to be worth the trouble of affixing the common seal, are established exceptions." Numerous cases have been decided in accordance with the principle of the exception so stated: for instance, guardians have been held liable under parol or unsealed contracts for the price of coal supplied to their workhouse (*Nicholson v. Bradfield Union*, L. R. 1 Q. B. 620), and for the supply of iron gates and sanitary conveniences for their workhouse (*Saunders v. St. Neots Union*, 8 Q. B. 810; *Clarke v. Cuckfield Union*, 21 L. J. Q. B. 349); but, on the other hand, a contract under seal has been held necessary in the case of the appointment of a medical officer or master of a workhouse (*Dyke v. St. Pancras*, 27 L. T. 342; *Austin v. Bethnal Green*, *ubi sup.*), and in the case of an order for work (such as making a map of the rateable property in a parish) which was not necessarily incident to the duties of a board of guardians (*Paine v. Strand Union* (8 Q. B. 326)). It will be noticed that the cases referred to all relate to the contracts of poor law guardians, and were decided on the general law, and

not under any special enactment dealing with their contracts. The sealing, therefore, is the important point to look to in contracts of local bodies not specially dealt with by statute; and where such contracts are so dealt with, the first requirement of the Legislature usually is that their contracts shall be under seal.

But where the Legislature have dealt with the question at all, they have prescribed several further conditions as to the method of contracting, besides the necessity for affixing the common seal. Before entering into them, it may be as well to indicate (without attempting an exhaustive list) which of the main local authorities are free to contract subject to general principles of law, and which are bound to conform to the requirements of particular statutes. Under the former head come boards of guardians (as we have seen), and also, it would seem, rural district councils (as the successors of the guardians in their capacity of rural sanitary authority), highway boards (where such still exist), public library commissioners, municipal corporations (except when acting as sanitary authorities), and county councils. Among the bodies the form of whose contracts is regulated by statute may be mentioned urban district councils, municipal corporations (when acting as sanitary authorities under the Public Health Acts), burial boards, inspectors under the Lighting and Watching Act, 1833, and commissioners of baths and washhouses. The position of parish councils as to this matter is doubtful: they are a body corporate, but have no common seal (the seal of the chairman and two members being the proper mode of executing an instrument of a parish council where a seal is required). They have, no doubt, certain powers of contracting, and no special provision as to the form of their contracts is contained in the Local Government Act, 1894; but, when acting in execution of the powers of an authority whose contracts are regulated by a particular statute (*e.g.*, when acting as a burial board or as lighting inspectors or baths commissioners), it would seem that they must conform to the requirements of that statute and make their contracts accordingly. The statutory provisions as to the contracts of urban sanitary authorities are contained in section 174 of the Public Health Act, 1875, and they may be taken as an example of the requirements of the Legislature. Similar enactments (with some differences) as to the other bodies enumerated as coming under the second class will be found in the Burial Act, 1852, s. 31, the Lighting and Watching Act, 1833, s. 57, and the Baths and Washhouses Act, 1846, s. 26.

A contract by an urban sanitary authority, the value whereof exceeds £50, must be in writing, and sealed with the common seal; it must specify (1) the work, materials, &c., to be done or supplied; (2) the price to be paid; (3) the time within which the contract is to be performed; and (4) some pecuniary penalty to be paid in case of non-performance. These requirements are imperative, and if the contractor does not see that they are complied with in the contract, he will be unable to recover on the contract. The law on this point has been established by a long series of decisions, from which it is clear that even if the specified works have been executed, the contract is not binding on the local authority if the contract is not in conformity with the provisions of the section. For instance, when a local board employed a builder to perform sewerage works, it was held that he could not maintain an action, although he had executed the works, the contract not being under seal: *Freud v. Dennett* (4 C. B. N. S., 576); and in *Hunt v. Wimbledon Local Board* (4 C. P. D. 48) the Court of Appeal came to a similar decision in respect to a verbal contract to prepare plans for buildings. That case was approved by the House of Lords in *Young v. Mayor of Leamington Spa* (8 App. Cas. 517), where the contract with the plaintiffs had been made by the surveyor of the local authority acting under the authority of resolutions not under seal, and the local authority had had the full benefit of the executed works. A recent case on the point is *British Insulated Wire Co. v. Prescott Urban District Council* (1895, 2 Q. B. 463), in which the contract was under the seal of the district council, but specified no pecuniary penalty for non-performance. Here, again, the plaintiffs had duly performed the contract, but, owing to the absence of a penal provision, they were held (by POLLOCK, B., and WRIGHT, J.) not entitled to recover. An appeal was brought from this decision, but, as

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arrangement having been made that a new contract with a penalty clause should be entered into, no judgments were delivered by the Lords Justices (1895, 2 Q. B. 538).

It appears clear, therefore, that those provisions of section 174 of the Public Health Act, 1875, which are contained in sub-sections (1) and (2) of that section (and are numbered above (1), (2), (3), and (4)) are mandatory, and should on no account be disregarded, and the same may be said of similar enactments in other statutes. The same section (sub-sections (3) and (4)) contains provisions as to the obtaining by the local authority of estimates and reports from their surveyor as to the cost of, and the best manner of contracting for, the execution of works, and as to advertising for tenders. These (and enactments similar to them) are directory only: as Lord BRANWELL said, in *Young v. Leamington* (*supra*), they are "things to be done before contracts are entered into, and done by the urban authority, the contractor having nothing to do with the matters mentioned."

It seems to be unfortunate that a sanitary authority should be able (and should desire) to repudiate a contract of which they have had the benefit, solely on account of the omission from the contract of one of the prescribed particulars; but probably in the cases where this appears to have been done there was in the background some more substantial ground for repudiation on which no decision was necessary. At all events, the Legislature, for the protection it may be supposed of the ratepayers, and as a safeguard against jobbery, has in certain cases laid down conditions the absence of which is fatal to the validity of a contract with a local authority, and it behoves contractors and their advisers to look closely at any contract into which they propose to enter, and to see that it is in accordance with the statute which regulates the contracts of the particular authority with which they are dealing.

THE MEASURE OF DAMAGES FOR BREACH OF COVENANTS TO REPAIR.

THE courts have frequently had under consideration the question of the measure to be applied in ascertaining the damages payable to a lessor upon a breach by a lessee of covenants relating to the repair of the demised buildings. The covenant coming in question may be either the covenant to repair during the currency of the term, or the covenant to yield up in repair on the determination of the term. In the case of the latter covenant it is settled that the measure of damages is the sum which it would take to put the premises into the state of repair in which the tenant is bound to leave them. In *Morgan v. Hardy* (17 Q. B. D. 770) it appeared that, owing to changes in the surrounding property, a house had so far altered in value since the commencement of the lease, that it would be as valuable for letting purposes if some of the repairs which had to be done under the covenant were either omitted or were executed at a cheaper rate than could in strictness be required. Nevertheless, DENMAN, J., held that this circumstance made no difference in the liability of the lessee, and that the measure of damages for breach of the covenant was the amount required to put the premises into the state of repair originally contemplated by the covenant. And the rule equally applies, although the lessor has shewn by his conduct that he does not intend to have the buildings put into repair. In *Joyner v. Weeks* (39 W. R. 583; 1891, 2 Q. B. 31) the lessor granted a new lease of the premises to run from the expiration of the original lease, and the lessee under the new lease covenanted to alter the premises in such a way as to make it impossible that the lessor could actually suffer loss by the failure on the part of the old lessee to deliver up the premises in repair. But the Court of Appeal adopted the law as laid down in *Morgan v. Hardy*, and held the lessee strictly to his bargain. The rule, said Lord ESHER, M.R., is, that where there is a lease with a covenant to leave premises in repair, the measure of damages for the breach of such a covenant is the amount which the landlord proves to be fairly and reasonably necessary in order to put the premises into that state of repair in which he is entitled to have them.

But when the action is brought during the currency of the

term for a breach of the covenant to keep in repair, the measure of damages is no longer the actual cost of putting the buildings in repair. "In estimating the damages," said COLERIDGE, J., in *Dee v. Rowlands* (9 C. & P., p. 739), "in cases where the lease has a long time to run, it is not fair to take the amount that would be necessary to put the premises into repair as the measure of damages; for in such cases, when the damages are awarded to the landlord, he is not bound to expend them in repairs, neither can he do so without the tenant's permission to enter on the premises. The true question, therefore, is, To what extent is the reversion injured by the non-repair of the premises?" Thus, as stated by LOPES, L.J., in the recent case of *Ebbetts v. Conquest* (44 W. R. 56), the measure of damages for the breach of a covenant to keep in repair during the currency of the term is the loss which is occasioned to the lessor's reversion—a loss that will be greater or less according as the term of the tenant at the time of the breach has a less or greater time to run. And in the same case LINDLEY, L.J., defined the loss to the reversion as the difference in value between the reversion with the covenant performed as it ought to be, and the value of the reversion with the covenant unperformed.

If the reversion is a freehold reversion, it would seem that, since the value is to be taken to be the marketable value, the circumstances may be such that the non-repair of the premises does not affect the value of the reversion. No damage will then be suffered by the lessor, and he will recover nothing against the lessee. But if the reversion is a leasehold reversion, the liability of the lessor to the superior landlord is a material item in the value of the reversion. In *Ebbetts v. Conquest* (*supra*) a lease of premises, known as the Grecian Theatre, in the City-road, London, was granted for a term of sixty-one years from Michaelmas, 1837. In March, 1851, the lessee granted an underlease for the residue of the term less the last ten days. The underlease contained a covenant to keep the premises in repair, and shewed on the face of it that it was an underlease, and not a lease by a freeholder. The action was brought by the lessee against the underlessee for breach of the covenant to keep in repair, and upon a reference to the official referee the damages were assessed at £1,305. This figure was arrived at by taking the sum which it would cost to put the premises in a proper state of repair, with an allowance for the unexpired term of the underlease. Upon appeal, it was urged for the underlessee that the damages should be based on the depreciation in selling value, and that the premises would be of no value even if they were put in repair. The site was only valuable as a site for new buildings, and the only damage which could ensue from the failure to repair was a diminution in the value of the theatre for pulling down. This diminution was put at £200, which was suggested as the proper amount of damages. But the argument overlooks the liability of the intermediate lessee to his lessor. This was a liability to keep in repair and to yield up in repair, and although his immediate liability under the covenant to keep in repair might be limited in the manner suggested, yet his prospective liability under the covenant to yield up in repair was capable of no such restriction. In due time there would be an absolute liability to pay the full amount necessary for putting the buildings in repair, and this liability was an essential factor in determining the value of the leasehold reversion. Hence the Court of Appeal approved of the principle on which the damages had been assessed by the official referee.

In *Ebbetts v. Conquest*, as pointed out above, the underlease shewed its true nature, and therefore the underlessee had notice of the liability under which his immediate lessor stood. It would seem that such notice is necessary to fix the underlessee with liability on the same basis. LINDLEY, L.J., treated the matter as an instance of the application of the rule in *Hadley v. Bazendale* (9 Ex. 341), according to which damages are limited to such as may reasonably be supposed to have been in the contemplation of both parties at the time they made the contract, as the probable result of the breach of it. But if the lessee has no notice that the lessor is other than the freeholder, he does not contemplate the liability of his lessor to a superior landlord as a consequence of a failure to keep the premises in repair. Hence such liability would not be an

element in determining the damages as against the under-lessee.

REVIEWS.

DIARIES.

SWEET & MAXWELL'S DIARY FOR LAWYERS FOR 1896. Edited by FRANCIS A. STRINGER, of the Central Office, and J. JOHNSON, of the Central Office. Sweet & Maxwell (Limited); Meredith, Ray, & Littler, Manchester.

THE LAWYER'S COMPANION AND DIARY AND LONDON AND PROVINCIAL LAW DIRECTORY FOR 1896 (59 & 60 VICT.). WITH TABLES OF COSTS; NEW STAMP DUTIES; TIME TABLES OF THE COURTS; INDEX TO PRACTICAL STATUTES; PUBLIC STATUTES OF 1895; LEGAL BUSINESS OF THE MONTHS; OATHS IN SUPREME COURT; PROBATE, LEGACY, AND SUCCESSION DUTIES; LEGAL TIME, INTEREST, DISCOUNT, AND OTHER TABLES, &c. By E. LAYMAN, B.A., of the Middle Temple, Esq., Barrister-at-Law. Fiftieth Annual Issue. Stevens & Sons (Limited); Shaw & Sons.

WATERLOW BROS. & LAYTON'S LEGAL DIARY AND ALMANACK FOR 1896. CONTAINING A LIST OF STAMP DUTIES FROM 1804 TO THE PRESENT TIME, WITH REGULATIONS AS TO STAMPING AND ALLOWANCE FOR SPOILT STAMPS; A DIARY FOR EVERY DAY IN THE YEAR; SUGGESTIONS ON REGISTERING AND FILING DEEDS AND PAPERS AT PUBLIC OFFICES; TABLE OF SUCCESSION TO REAL AND PERSONAL PROPERTY; PAPERS ON THE PREPARATION OF LEGACY AND SUCCESSION ACCOUNTS AND NOTES AS TO PRELIMINARY, INTERMEDIATE, AND FINAL EXAMINATION OF ARTICLED CLERKS; A LIST OF LAW REPORTS, WITH THEIR ABBREVIATIONS AND DATES; AN INDEX TO THE PUBLIC GENERAL STATUTES, FROM TIME OF HENRY III.; A DIGEST OF THE PUBLIC GENERAL ACTS OF LAST SESSION; LIST OF LONDON AND PROVINCIAL BARRISTERS AND LONDON AND COUNTRY SOLICITORS, WITH APPOINTMENTS, AGENTS, &c. Waterlow Bros. & Layton (Limited).

Messrs. Sweet & Maxwell's Diary for Lawyers is now well known. Its distinctive features are mainly the inclusion of a very complete legal gazetteer and courts directory, by means of which the room occupied by each officer, and the position of such room, in the Royal Courts can be readily ascertained, and elaborate time tables for the Supreme Court, and bankruptcy and the county courts. There is a large amount of additional information, and the diary is on excellent paper, and is succeeded by a cash account, rent register, insurance register, and pages for mortgage interest, capital for investment, capital wanted, and memoranda.

The Lawyer's Companion and Diary celebrates this year its fiftieth annual issue. It appears to be very well kept up to date. In addition to the lists of counsel, solicitors, judges and registrars of county courts, bankruptcy receivers, recorders and clerks of the peace, town clerks and under-sheriffs, we observe a list of clerks to county councils. We regret to observe the chartered accountants included, following the fashion of the *Law List*.

Messrs. Waterlow Bros. & Layton's Legal Diary, like the "Lawyer's Companion," contains lists of counsel and London and country solicitors; and also lists of parliamentary agents, under-sheriffs, recorders, and clerks of the peace and town clerks, besides all other information one looks for in these publications.

BOOKS RECEIVED.

The Practical Statutes of the Session, 1895 (58 & 59 VICT.). With Introduction, Notes, Tables of Statutes Repealed and Subjects altered, Lists of Local and Personal and Private Acts, and a Copious Index. Edited by JAMES SUTHERLAND COTTON, Barrister-at-Law. Horace Cox.

The Builders of our Law during the Reign of Queen Victoria. By EDWARD MANSON, Barrister-at-Law. Horace Cox.

NEW ORDERS, &c.

THE RAILWAY AND CANAL TRAFFIC ACTS, 1888 TO 1894.

Whereas by section 1, sub-section 5, of the Railway and Canal Traffic Act, 1894, it is enacted that in the case of any rate or charge increased before the passing of that Act, section 12 of the Railway and Canal Traffic Act, 1888, shall have effect as if six months after the passing of the first Act above mentioned were substituted for the limit of one year in the said last section mentioned, and that the Board of Trade may, if they think fit, extend the said period of six months with respect to any complaints made to them during that period.

And whereas, by an order dated the 22nd day of February, 1895,

made pursuant to the powers conferred upon them by the provision of the section above recited, the Board of Trade thereby extended the period of six months in the sub-section mentioned, with respect to all complaints made to them during the said period, for a further period of three months from the date thereof or for such further time as the Board of Trade might thereafter allow.

And whereas, pursuant to the above-mentioned order and the said sub-section therein referred to, the Board of Trade did, by order dated the 21st day of May, 1895, extend the period of six months in the said sub-section mentioned, with respect to all complaints made to them during the said period, for a further period of three months from the said 21st May, 1895, or for such further time as the Board of Trade might thereafter allow.

And whereas, pursuant to the last-mentioned order and the said sub-section therein referred to, the Board of Trade did, by order dated the 20th day of August, 1895, extend the period of the six months in the said sub-section mentioned, with respect to all complaints made to them during the said period, for a further period of three months from the said 20th day of August, 1895, or for such further time as the Board of Trade might thereafter allow.

Pursuant to the said last recited Order and the said sub-section referred to, the Board of Trade do, with respect to all complaints made to them during the period of six months in the said sub-section mentioned, hereby extend the said period for a further period of three months from the date hereof or for such further time as the Board of Trade may hereafter allow.

Signed by order of the Board of Trade this 19th day of November, 1895.

COURTENAY BOYLE,
Secretary, Board of Trade.

CASES OF THE WEEK.

Lunacy.

Re HINCHLIFFE (Deceased)—No. 2, 20th November.

LUNACY—JURISDICTION OF MASTER TO ALLOW ACTION TO BE COMMENCED IN NAME OF LUNATIC—LUNACY ACT, 1891 (54 & 55 VICT. c. 65), s. 27 (1).

A testator by his will, made in 1852, gave certain legacies to his five daughters, and the residue of his estate to trustees upon trust for his said daughters. Two of them have since died, and one has been found a lunatic. The other two, not being satisfied with the administration of the trust funds, on the advice of counsel, commenced an action against the trustees for breach of trust, joining the lunatic as a co-plaintiff by leave of the Master in Lunacy. The lunatic afterwards died, and the executor of a will, made by her during her sanity, was added as a co-plaintiff. At the trial of the action the charge of breach of trust against the trustees was withdrawn, accounts were ordered, and the trustees' costs were ordered to be paid out of the estate. The executor of the lunatic objected to any part of the costs occasioned by the improper charge of breach of trust coming out of the lunatic's estate, and also objected that the Master in Lunacy had no jurisdiction to allow an action to be brought in the name of the lunatic without the consent of the judge in lunacy. He appealed from the master to Lindley, L.J., who referred the matter to the court. He referred to Pope on Lunacy (2nd ed. pp. 34, 322). Section 27 (1) of the Lunacy Act, 1891, is as follows: "Subject to rules in lunacy the jurisdiction of the judge in lunacy as regards administration and management may be exercised by the masters, and every order of a master in that behalf shall take effect unless annulled or varied by the judge in lunacy."

THE COURT (A. L. SMITH and RIGBY, L.JJ.) refused the application.

RIGBY, L.J., in the course of his judgment, said that there was no hard and fast rule that the committee of a lunatic should take directions. When real occasion arose for confirming what the master had done, an application for that purpose was made under the old practice. The new practice under the Lunacy Act, 1891, made the proceedings by the master effective, unless they were overruled by the judge. Formerly they were ineffective until affirmed by the judge. Appeal dismissed.—COUNSEL, Henry Terrell; Vernon Smith, Q.C., and Willis Bond. SOLICITORS, Frith Needham; Kennedy, Hughes, & Kennedy, for Colmore & Monckton, Birmingham.

[Reported by W. SHALLCROSS GODDARD, Barrister-at-Law.]

Court of Appeal.

WATSON v. THE ROYAL INSURANCE CO.—No. 1, 19th November.

REVENUE—INCOME TAX—DEDUCTION—5 & 6 VICT. c. 35, SCHEDULE D, s. 100—CASES 1 AND 2, RULE 1.

The Divisional Court, consisting of Vaughan Williams, J., and Wright, J., before whom this revenue appeal came, disagreed, Vaughan Williams, J., deciding that he could not give a decision unless the case were remitted for further facts to be found, while Wright, J., decided in favour of the Crown. Wright, J., withdrew his judgment, and Vaughan Williams, J., ordered the case to be remitted, and the Crown now appealed against the order of Vaughan Williams, J. The

question was for the year properly de- cumstances took over ti their service £4,000 a ye elect to d tation of applicable service of a Queen Insu Co. decided paid him th This sum Schedule D respect then of the balan or concern rules apply of the profit from such not being purposes of tion on o was not mo was really y Co: City of the compan ment by w the sum pai his services and Dillon The Cou appeal.

Lord Est earned on a fifty years. tained? It Act, and a partnership only as the —on the on bursements ments what the trade. seemed to seem for the matter of t case before the purchas an undertak the manage on the ter sum. This Insurance and the ca never exist for his servi missed him disburseme subject-mat On the true the comput

LOPES, L. that the sur purposes of amount. T rid of the price paid is KAY, L.J. ment of the other insur sideration. allowed by "profits" how he sto clear that " that only ce should be al the trade," It was expen vice of the the trade. they were n services, th but to dedu a double dec aid to be at once, as t argument t trade, becau

question was whether the insurance company, in estimating their profits for the year 1892-3 for the purpose of paying of income tax, could properly deduct a sum of £55,846, paid by them under the following circumstances:—The Royal Insurance Co., in an agreement, whereby they took over the business of the Queen Insurance Co., agreed to take into their service the late manager of the Queen Insurance Co., at a salary of £4,000 a year, and, further, undertook that, if at any time they should elect to dispense with his services, they would pay him a sum in commutation of his salary, calculated according to the Queen annuity tables applicable to his then age, the manager undertaking not to enter into the service of any other insurance company. Shortly after the business of the Queen Insurance Co. was taken over, the directors of the Royal Insurance Co. decided not to retain the Queen Insurance Co.'s manager, and they paid him the sum of £55,846, on the basis indicated by the agreement. This sum they claimed to deduct from their profits for the year. Schedule D, case 1, rule 1, is as follows:—"The duty to be charged in respect thereof, shall be computed on a sum not less than the full amount of the balance of profits or gains of such trade, manufacture, adventure, or concern upon a fair and just average of three years." Rule 1 of the rules applying to cases 1 and 2 provides that "in estimating the balance of the profits or gains . . . no sum shall be set against or deducted from such profits or gains for any disbursements or expenses whatever, not being money wholly and exclusively laid out or expended for the purposes of the trade, manufacture, adventure, or concern." The contention on behalf of the Crown was, that the sum paid to the managers was not money paid for the purpose of earning the profit of the year, but was really part of the price paid for the business of the Queen Insurance Co.: *City of London Contract Corporation v. Styles* (2 T. C. 239) was cited. For the company, on the other hand, it was said that, in view of the arrangement by which the manager came into the employment of the company, the sum paid in commutation of his salary was really the price paid for his services: *Gresham Life Assurance Society v. Styles* (25 Q. B. D. 351) and *Dillon v. Corporation of Haverfordwest* (1891, 1 Q. B. 575) were cited.

THE COURT (Lord Esher, M.R., LOPES and KAY, L.JJ.) allowed the appeal.

Lord Esher, M.R., said that the Act dealt with profits in a trade earned on an average of three years. That is to say, not profits earned in fifty years. How was that amount which was to be taxed to be ascertained? It was to be ascertained according to the rules laid down by the Act, and not according to rules which a tradesman might adopt, or a partnership. In ascertaining the amount deductions were to be made only as the Act directed. There must be an account with two sides to it—on the one side the gross earnings, and on the other, deductions or disbursements. And these disbursements were not to include "any disbursements whatever, not wholly and exclusively laid out for the purposes of the trade." They had to put a construction on those words. They seemed to him to mean disbursements not wholly and exclusively laid out for the purpose of earning the profits which were to be the subject-matter of taxation—that was, the average profit in three years. In the case before them it was doubtful whether the disbursement was a part of the purchase-money of the Queen business. The arrangement really was an undertaking by the Royal Insurance Co. to enter into a contract with the manager of the Queen Insurance Co. to take him into their service, on the terms that if they dismissed him he was to receive a lump sum. This they determined to do, but the obligation to the Queen Insurance Co. had already been fulfilled. They had paid the price, and the case could be looked on as if the Queen Insurance Co. had never existed. Under such a contract the salary would be payment for his services, and could properly be deducted. But when they dismissed him it could not be said that a sum paid to him then could be a disbursement for services which went to earn the profits which were the subject-matter of taxation. It was a payment made to get rid of him. On the true construction of the rule this money could not be brought into the computation of the sum on which the company were to be taxed.

LOPES, L.J., after stating the facts, said that it was necessary to show that the sum was expended for the purposes of the trade—that is to say, purposes contributing to the earning of the profit and reducing its amount. This sum was paid, not to earn the profits, but in order to get rid of the manager. He added that he looked on the money as part of the price paid in respect of the acquisition of the concern.

KAY, L.J., said that it was part of the contract that when the employment of the manager terminated he was to be bound not to act for any other insurance company at all. That was an important point for consideration. The question was whether this deduction was a deduction allowed by the Income Tax Acts. That Act did not use the word "profits" in the same way as a tradesman would use it in ascertaining how he stood at the end of the year. Looking at the third rule it was clear that "profits" was not used in the ordinary sense. The truth was that only certain deductions were allowed, and in order that any deduction should be allowed it must come within the meaning of the rule that it should be money "wholly and exclusively laid out for the purposes of the trade," &c. The question was whether this money was so expended. It was expended in order that the company might dispense with the services of the manager. That could not be said to be for the purposes of the trade. If the company had dismissed the manager on the ground that they were not satisfied with him and had taken another manager into their services, the salary of the second manager would be a proper deduction, but to deduct also a lump sum paid to the old manager would be to make a double deduction for the same thing. Further, the money could not be said to be paid for services if the company had dismissed the manager at once, as they had the right to do, and never employed him at all. The argument that this money was money laid out for the purposes of the trade, because it was money agreed by an antecedent bargain to be paid

in consideration for the manager undertaking not to enter any other service, was not sound, for if a manager employed under no such agreement were to give up his employment and the company were then to pay him a lump sum not to do business for any other company, it could not be contended that that payment would be a proper deduction, and the distinction between an ordinary manager and one employed under an antecedent bargain was altogether too fine. The deduction was one, therefore, that ought not to have been made.—COUNSEL, Sir R. B. Finlay, S.G., and *Danckwerts*; Joseph Walton, Q.C., A. Hyslop, Maxwell, and Horsfall. SOLICITORS, The Solicitor of Inland Revenue; G. L. P. Eyre & Co., for Garnett, Tarbett, & Co.

[Reported by C. G. WILBRAHAM, Barrister-at-Law.]

BRITISH WAGON CO. v. GRAY—No. 1, 25th November.

PRACTICE—WRIT—SERVICE OUT OF JURISDICTION—DEFENDANT DOMICILED IN SCOTLAND—AGREEMENT TO SUBMIT TO JURISDICTION—R. S. C., 1883, ORD. 11, r. 1 (a).

Application, *ex parte*, for leave to serve the writ of summons upon the defendant in Scotland. By an agreement in writing, the plaintiffs, who were a company having their registered office in England, let at a rent to the defendant, who was domiciled in Scotland, certain coal wagons. The agreement contained a clause that "this agreement shall, in all respects, be construed and carried into effect according to the law of England, and for the purposes thereof the tenant" (the defendant) "hereby submits to the jurisdiction of the High Court of Justice in England." Certain instalments of the rent having become due, the plaintiffs applied at chambers for leave to serve the writ on the defendant in Scotland, contending that the first part of the rule applied as the payment was to be made where the creditors lived, no special place of payment being mentioned in the agreement, and that the latter part of the rule did not apply as the parties had contracted to give the court here jurisdiction: *The Mosham* (24 W. R. 650, 1 P. D. 107), *Tharrie Sulphur Co. v. Société des Métaux* (38 W. R. 78), were referred to. Mathew, J., refused to give leave. The plaintiff applied to the Court of Appeal for leave. By ord. 11, r. 1 (a): Service out of the jurisdiction of a writ of summons may be allowed where "the action is founded on any breach within the jurisdiction of any contract, wherever made, which, according to the terms thereof, ought to be performed within the jurisdiction, unless the defendant is domiciled or ordinarily resident in Scotland or Ireland."

THE COURT (Lord Esher, M.R., and LOPES and KAY, L.JJ.) dismissed the application.

Lord Esher, M.R., said that the application was to allow service of the writ in Scotland on a person who was domiciled and resident there. It was clear that the case came within the very terms of ord. 11, r. 1 (a). The action was founded on an alleged breach of the contract within the jurisdiction, and the defendant was domiciled or ordinarily resident in Scotland. The rule prohibited the court from ordering service of the writ out of the jurisdiction on a defendant domiciled or ordinarily resident in Scotland. The question of the service of the writ was a question of jurisdiction. Therefore, the court had no jurisdiction to order service out of the jurisdiction on a defendant domiciled in Scotland. But it was contended that the defendant had contracted that the court might order service of the writ upon him in Scotland. That contention amounted to this, that the parties had contracted to give the court jurisdiction, though the rule said that it was not to have jurisdiction. The first answer to that contention was that the contract did not so provide. But he would not place his judgment upon that ground. He would assume, as Mathew, J., had assumed, that the parties had contracted to give the court jurisdiction to order service on the defendant in Scotland. In his opinion such a contract was of no avail, and, notwithstanding any such contract, the court had no power to order service out of the jurisdiction, when it was forbidden by the rules to order such service. The two cases cited in support of the applicant's contention were not in point. In *The Mosham* the parties appeared, and the only question was by what law the case was to be determined. In *Tharrie Sulphur Co. v. Société des Métaux* the decision was that service on a person in this country appointed by a foreigner to accept service for him was good service. No question of jurisdiction was raised. In the present case he based his decision upon the ground that the court was forbidden by the rule from exercising jurisdiction, and it would take no notice of any contract purporting to give it jurisdiction.

LOPES and KAY, L.JJ., concurred.—COUNSEL, T. W. Chitty. SOLICITORS, Bell, Brodrick, & Gray.

[Reported by W. F. BARRY, Barrister-at-Law.]

COLONIAL SECURITIES TRUST CO. v. MASSEY—No. 1, 21st November.

PRACTICE—APPEAL—TRIAL WITHOUT JURY—DECISION ON FACTS—RULE OF CONDUCT OF COURT—REHEARING.

Appeal of the defendant from the judgment of Day, J., at the trial of the action without a jury. The judgment of Day, J., was upon a question of fact. The evidence at the trial consisted of evidence taken on commission and evidence of witnesses called at the trial, the material evidence being that taken on commission.

Lord Esher, M.R., said that the first question was, what was the rule of conduct of the court when hearing appeals on questions of fact from the judgment of a judge sitting without a jury. It must be founded on the rule of conduct of the old Court of Appeal in Chancery, where the appeal was called a rehearing. At common law no such thing as a rehearing was known. The Court of Appeal in Chancery acted on this rule of conduct, that they would not allow the appeal unless they were satisfied that the judge was wrong. If they were left in doubt, they said that the appellant, on whom the burden of proof rested, had not satisfied them that the judge was wrong, and dismissed the appeal. If the judge

had the witnesses before him, the court would be more disinclined to set aside his judgment than if the witnesses were not called before him, because in the former case he would be the better judge as to their credibility. But still in the latter case the same rule would apply, though not so strongly, and this court would not reverse the judge's decision unless they thought that it was wrong. That rule of conduct seemed to him to be well expressed by Lopes, L.J., in *Savage v. Adam* (W. N. ; 1895, p. 109), "Where a case tried by a judge without a jury comes to the Court of Appeal, the presumption is that the decision of the court below on the facts was right, and that presumption must be displaced by the appellant. If he satisfactorily makes out that the judge below was wrong, then, inasmuch as the appeal is in the nature of a rehearing, the decision should be reversed; if the case is left in doubt, it is clearly the duty of the Court of Appeal not to disturb the decision of the court below." His lordship then reviewed the evidence, and came to the conclusion that the appeal should be dismissed.

LOPES, L.J., concurred. He entirely adhered to what he had said in *Savage v. Adam* as to an appeal on the facts from the decision of a judge.

KAY, L.J., dissented. In the present case some of the witnesses were examined at the trial, but the case did not depend upon their evidence at all, but on the evidence of witnesses taken on commission. This court was now placed in the position of rehearing the case, and as far as the evidence consisted of evidence taken on commission it had the same means of judging of it as the learned judge below, so as to see whether it differed from him, and if it did it must pronounce the judgment which it thought he ought to have pronounced. This court must try the case for itself. He quite agreed that in a case of difficulty and doubt the court must give full weight to the decision of the judge. But he conceived it to be the duty of the Court of Appeal to try the case itself and to give the judgment which it thought ought to be given. His lordship then reviewed the evidence, and in conclusion said that, while in the case of such doubt and difficulty, he attached great weight to the decision of the learned judge, he himself had arrived at an opposite conclusion, and he felt bound to state it.—COUNSEL, *Bompas, Q.C.*, and *T. W. Chitty; C. A. Cripps, Q.C.*, *Edward Pollock*, and *P. Rose-Innes*. SOLICITORS, *Bompas, Bischoff, Dodgeon, Coxe, & Co.*; *Ingle Holmes & Son*.

[Reported by W. F. BARRY, Barrister-at-Law.]

SIMPSON v. MAYOR, &c., OF GODMANCHESTER—No. 2, 21st November.

EASEMENT—PRESCRIPTION—USER—PRESUMPTION IN LAW OF LOST GRANT.

This was an appeal from a decision of Wright, J. The plaintiff was the owner and occupier of three locks on the River Ouse, known as Godmanchester, Houghton, and Hemingford locks, and also held certain navigation and other rights over that part of the River Ouse where the locks were situate. The defendants claimed the right to open the lock gates at all times when the river was in flood, and alleged that they had exercised this right from time immemorial. In 1689 one moiety of the navigation and all rights under various charters and Acts had become vested in one Henry Ashley. In the same year, by an indenture made between the bailiffs, assistants, and commonalty of Godmanchester of the one part, and Henry Ashley of the other part, it was agreed (*inter alia*) "that it should be lawful to and for the miller of the said Godmanchester mills for the time being, and in his default or omission for such person or persons, officer or officers, as should be thereupon appointed by the bailiffs of Godmanchester for the time being, for ever thereafter, upon any likelihood or appearance of any flood or outrage of water, to set open, and keep open, or else to take off the gates of the aforesaid sluices, and also all the gates of the sluices in or near Houghton, and also the gates of the sluices in or near the Milnes at or near Hemingford Grey in the said county of Huntingdon, and lay them upon the land by the side of the said sluices until the waters should be fallen and the floods well abated." The defendants based their right on an easement to cause the waters of the River Ouse to pass through the sluices or locks in time of flood for the benefit of the borough of Godmanchester, and as a protection for the lands and the occupiers thereof. The easement was claimed under 2 & 3 Will. 4, c. 71, and under the deed of 1689, or under some lost grant. The plaintiff denied the existence of any right, said that the sluice gates had only been opened by permission of the lock-owner, and claimed an injunction to restrain the defendants from interfering with the locks. Wright, J., refused the injunction. The plaintiff appealed, and urged that there was no easement in this case known to the law; there could be no presumption of a lost grant in face of the deed of 1689.

THE COURT (LORD HERSCHILL, and A. L. SMITH and RIGBY, L.JJ.) dismissed the appeal.

LORD HERSCHILL was of opinion that the decision of the learned judge ought to be affirmed. So far back as living memory went—and there was ground for inferring that for a period anterior to living memory—the Corporation of Godmanchester had exercised the right in times of flood of raising certain sluices or locks which now belonged to the plaintiff, who had recently become owner of the navigation upon which the locks or sluices were situate. The plaintiff came into court for an injunction to restrain the corporation from exercising this alleged right, and he asserted that the defendants had no such right. The law on this subject had been laid down in *Phillips v. Halliday* (1891, A. C. 228, at p. 231, 39 W. R. Dig. 81), in terms which were concurred in by the House of Lords as follows:—"Where there has been a long-continued possession in assertion of a right, it is a well-settled principle of English law that the right should be presumed to have had a legal origin if such a legal origin was possible, and that the courts will presume that those acts were done and those circumstances existed which were necessary to the creation of a valid title." The question, therefore, was, Could the corporation have acquired the right to

open the sluice gates in any valid, lawful manner? That question admitted of only one answer. Mr. Simpson said they could not, because there was not an easement and was not a right which the law could recognize as having a legal origin. But in his lordship's opinion it was an easement within the definition contained in the first chapter of "Gale on Easements," which was a perfectly correct definition. Easements were of various characters, and it was a fallacy to suppose that in order to establish the existence of an easement it must be brought within some particular class of easements which had been previously recognized. Where a landowner granted to another the right to do something on his land for the benefit of the land of the grantee, that, *prima facie*, was an easement and the right here claimed by the corporation fell within that general principle. It was said that there was here no evidence to show how the right came into existence, but if the corporation were the owners and occupiers of lands which could be affected by the fact of the sluices being open or shut, then those lands might be regarded as the dominant tenements in respect to which that easement was granted by the owner of the servient tenement, and it would be presumed that the grant was made in respect of such tenements as would be affected by the exercise of the right claimed. Then it was objected that in some cases the corporation were the owners but not the occupiers of the land. But that was not material, as there was no difficulty in supposing that the corporation could exercise the right for the benefit of their tenants; the tenement was benefited by the act done, whether the owner did it or the occupier did it. Therefore, apart from any deed or grant on the clearest principles of law, this alleged right was capable of a legal origin and must be presumed to have had a legal origin. But, further, his lordship was not satisfied that the right could not be rested upon the grant of 1689 coupled with a lost grant which then seemed to be every reason for presuming. His lordship referred to the deed, and said that, upon the true construction of that deed it amounted to the grant of an easement to the corporation as owners of the Godmanchester mills. There was no difficulty in granting to the owners of the mills the right to open the sluices or locks now in question. But it was said that at the date of the grant Ashley was owner only of an undivided moiety of the two sluices other than Godmanchester; but, assuming that the right could not be rested on this deed alone, the owners of the other undivided moiety insisted that the purchase of the Godmanchester sluices was to be taken to have been made on their behalf as well as on behalf of Ashley, and the court so held. Obviously, therefore, they could not take the benefit of this deed without also submitting to the burdens, and, if a grant was necessary to complete the defendants' title, a grant ought to be presumed, having regard to the lengthened period of the user. Therefore, it was immaterial to consider whether the user was referable to the deed of 1689 or not, since in either case there was a legal foundation upon which the claim could be rested, and to which effect ought to be given in accordance with well-established principles. The appeal ought to be dismissed.

A. L. SMITH and RIGBY, L.JJ., concurred. Appeal dismissed.—COUNSEL, *E. R. Simpson; Crackanthorpe, Q.C.*, and *Method*. SOLICITORS, *Batten, Profit, & Scott; Grubbe & Co.*, for *Hunmybun & Sons*, Huntingdon.

[Reported by W. SHALLCROSS GODDARD, Barrister-at-Law.]

High Court—Chancery Division.

MURGATROYD v. THE OLD SILKSTONE AND DODWORTH COAL AND IRON CO. (LIM.), *Ex parte* CHARLESWORTH—Chitty, J., 21st November.

LANDLORD AND TENANT—AGREEMENT FOR LEASE OF COLLIERIES TO TENANTS IN POSSESSION—ACTION FOR SPECIFIC PERFORMANCE—ORDER TO GIVE UP POSSESSION—RIGHT TO DISTRAIN FOR ARREARS OF RENT—ENTRY BY LANDLORD UNDER ORDER, EFFECT OF.

SUMMONS. This was an application by the Messrs. Charlesworth as intending lessors, and the defendant company as intending tenants, under an agreement of the 5th of April, 1892, for a lease of a colliery. At the time of the contract the defendant company were in possession and working the colliery as underlessees, their lessors holding leases from the said plaintiffs with but a short time to run. They were a lease of March, 1874, expiring at the end of 1893, and another of October, 1883, expiring in May, 1893. The substance of the agreement was that the company were to have a lease of the colliery for fifteen years from the 3rd of May, 1892, at certain annual rents, the minimum rent being £1,200, and on certain payments being made the original lessees were to be released from their obligations to the lessors. The company were to possess all rights and to undertake all obligations under the then existing leases from the date of such release. The original lessees were released from their obligations under their leases on the 28th of May, 1892. The company's property and interest under the contract were subject to an equitable charge thereon created by debentures. In March, 1893, the company ceased working. In June, 1893, the company went into liquidation, and in the same month a receiver was appointed in the above action, which was a debenture-holders' action, and took possession of the mines and the company's effects. The applicants brought an action for specific performance of the agreement of lease, and in January, 1894, an order was made for the company to pay certain sums for arrears of rent, and in default of such payment for delivery of possession to the applicants: see 38 SOLICITORS' JOURNAL, 216. A portion of the arrears was paid, but, default being made as to the remainder, the receiver, in October, 1894, duly gave up possession of the mines. A summons was taken out by the applicants for payment of the arrears or leave to distrain. The summons stood over from time to time, and proceedings in the specific performance action were also suspended, negotiations for transfer of the agreement of lease being

stated to be in application for the question of the circumstances, the respect of the distrainted were *Walsh v. Jones*.

CHITTY, J., to the action right hereafter contract. The plaintiffs had train, but to the founded on the George Jessell ment for a les for the term in *Lowther v.* On the strength and tenant st lessees in poss the agreement goods of a entitled to di and in the v action. Now Judicature A whether a le himself dist certainly wo He would b possession of The question thoroughly v action. By right found a lease being sale and pur obtained an relation of la end to the te tenant, and not as landl security for the vendors performance possession; would elect they were en the applica purchasers, they had tal of *Walsh v.* delivered in *Farwell, Q.* SOLICITORS, *Kershaw, & Co.*

WAYNES M PRACTICE—I APPLICATION DISCOVERY

This was made in ch Particulars acc the defendan defence and the applicat said applica by directing twenty-one documents, application discovery sh The action, coal alleged who were c colliery. T lars before of particu

CHITTY, J. practises co tending to order for p the defende order to ev tended to t the judgm 1893, 2 Q. discovery i

stated to be pending. The summons now coming on for hearing, the application for payment of arrears of rent was treated as abandoned, and the question for the decision of the court was whether, under these circumstances, the applicants were entitled to distrain on the premises in respect of these arrears. It was admitted that the goods sought to be distrained were the property of the debenture-holders. For the applicants *Walsh v. Lonsdale* (31 W. R. 109, 21 Ch. D. 9), was relied on.

CHITTY, J., said that, so far as he could see, the company had no defence to the action for specific performance, and the plaintiffs would have a right hereafter to an order for specific performance or for rescission of the contract. The question was whether, under these circumstances, the plaintiffs had a right to distrain. He was not asked to give leave to distrain, but to decide the question of right. The plaintiffs' argument was founded on the decision of the Court of Appeal in *Walsh v. Lonsdale*. Sir George Jessel in that case treated a person in possession under an agreement for a lease capable of specific performance as being a lessee in equity for the term comprised in the agreement. That view had been approved in *Lothner v. Heaven* (37 W. R. 465, 41 Ch. D. 248) in the Court of Appeal. On the strength of these cases it was argued that the relation of landlord and tenant still subsisted here, and the company were still to be treated as lessees in possession by virtue of the agreement, or as entitled thereto by the agreement. By the law of distress distraint could be made on the goods of a stranger, and the applicants' counsel said that they were entitled to distrain on goods admitted to belong to the debenture-holders and in the virtual possession of the receiver in the debenture-holders' action. Now, if a common law lawyer had been asked before the Judicature Acts, or even since the passing of those Acts, the question whether a landlord, himself in possession of demised premises, could himself distrain on goods of a stranger on those premises, he certainly would have been puzzled to know what answer to give. He would have wanted to know how a landlord could have been in possession of the demised premises when a tenancy was still existing. The question raised in the present summons was to be determined by thoroughly understanding the order obtained in the specific performance action. By taking that order the applicants had asserted an equitable right founded on the relation of vendor and purchaser—an agreement for a lease being in a specific performance action regarded as an agreement of sale and purchase—and they had insisted on an equitable right, and obtained an equitable remedy inconsistent with the continuance of the relation of landlord and tenant. A lawful re-entry by a landlord put an end to the term. This order had suspended the relation of landlord and tenant, and the vendor-landlords were now in possession as vendors and not as landlords. The order obtained was not final, but by way of security for the purchase-money—namely, the rent. It might be that the vendors would, if they elected to take a judgment for specific performance, have ultimately to restore to the purchaser-tenants the possession; it might be, and it would seem to be more probable, that they would elect to rescind the contract. Having insisted on the right to which they were entitled in their character of vendors, it appeared to him that the applicants had elected for the present to treat the company as purchasers, and it would be inconsistent with their position and the benefit they had taken to allow them to turn round and insist on the application of *Walsh v. Lonsdale* to a case not within the purview of the judgments delivered in that case. For these reasons the summons failed.—COUNSEL, *Farwell, Q.C., and MacSwiney*; *Levett, Q.C., and O. Leigh Clark*. SOLICITORS, *Prior, Church, & Adams*, for *Bury & Walker*; *Barnesley*; *Grundy, Kershaw, & Co.*

[Reported by J. H. WALBY, Barrister-at-Law.]

WAYNES MERTHYR CO. (LIM.) v. D. RADFORD & CO.—Chitty, J., 22nd November.

PRACTICE—PARTICULARS, APPLICATION BY DEFENDANTS FOR—DISCOVERY, APPLICATION BY PLAINTIFFS FOR—FRAUD—DISCRETION OF COURT TO ORDER DISCOVERY BEFORE PARTICULARS.

This was a motion on behalf of the plaintiffs (1) to discharge an order made in chambers of the 11th of November for the plaintiffs to give particulars according to the application of the defendants, and to adjourn the defendants' application for particulars until after the delivery of their defence and discovery and production of documents by them according to the application of the plaintiffs, which was heard at the same time as the said application of the defendants, or in the alternative to vary the order by directing that the particulars ordered should not be delivered until twenty-one days after the filing by the defendants of their affidavit of documents, and (2) to vary the order in chambers of the same date on the application of the plaintiffs for discovery by omitting the direction that discovery should not be given until after delivery by them of particulars. The action, which was for an injunction and damages, was in respect of coal alleged to have been fraudulently supplied and sold by the defendants, who were coal merchants, to their customers as coal from the plaintiffs' colliery. The question was whether the plaintiffs should deliver particulars before discovery, or whether discovery should be made before delivery of particulars: See Annual Practice for 1896, p. 613.

CHITTY, J., said that the statement of claim gave two instances of the practices complained of. The plaintiffs stated that they had information tending to support their case but could not substantially comply with the order for particulars. The particulars would be illusory, and they feared the defendants alleging non-compliance with the order for particulars in order to evade giving discovery. The defendants avowed that they intended to take up this position. Their argument was founded chiefly on the judgment of Kay, L.J., in *Ziervogel v. Labouchere* (41 W. R. 675; 1893, 2 Q. B. 183), and was to the effect that particulars should precede discovery in all cases except those where there was a fiduciary relation be-

tween the parties. His lordship could not deduce that from the judgment. In his opinion there was no such general rule, and the judge must exercise his discretion in every case according to the circumstances. It could not be said that the plaintiffs here had presented a fishing case. The defendants had admitted the two particular instances, and excused them as the unauthorized acts of a clerk. By a careful examination of their books they had the means of discovering whether any similar frauds had been committed by a clerk. Having regard to the admitted facts, his lordship thought that for the purposes of effecting justice the order ought to be varied by directing discovery to precede delivery of particulars. Leave to appeal refused.—COUNSEL, *Byrne, Q.C., and Dore*; *Farwell, Q.C., and Younger*. SOLICITORS, *Heath, Parker, & Brett*; *Radford & Frankland*.

[Reported by J. F. WALBY, Barrister-at-Law.]

VINE v. RALEIGH—Chitty, J., 27th November.

WILL—ACT OF PARLIAMENT—SETTLEMENT—SETTLED LAND ACT, 1882 (45 & 46 VICT. c. 38), s. 2, SUB-SECTIONS 1-5; s. 58, SUB-SECTION 5—THELLUSON ACT (39 & 40 GEO. III., c. 98).

This was an application to determine whether the executors of a deceased next of kin, who, together with the surviving next of kin, were under the joint operation of a will and the Thelluson Act, entitled, for the life of another, to receive the rents of property, had jointly, with such surviving next of kin, the powers of a tenant for life under the Settled Land Act, 1882, or not.

CHITTY, J., held that the words "Act of Parliament" in section 2, sub-section 1, of the Settled Land Act, 1882, were not confined to private Acts of Parliament dealing with specific property, but included general Acts such as the Thelluson Act, and, therefore, that the question must be answered in the affirmative.—COUNSEL, *Byrne, Q.C., and Wace*; *Levett, Q.C., and S. Dickinson*; *Farwell, Q.C., and Yate Lee*. SOLICITORS, *Paterson, Snow, Bloxam, & Kinder*; *Petch & Smurthwaite*; *Peacock & Goddard*.

[Reported by J. F. WALBY, Barrister-at-Law.]

Winding-up Cases.

Re DOMBEY & SONS (LIM.)—Vaughan Williams, J., 20th November.

COMPANY—WINDING UP—PETITION—RE-ADVERTISEMENT OF—AMENDMENT OF PETITION.

In this case a petition for compulsory winding up had been amended by adding a prayer in the alternative for an order for winding up under supervision, and the petition was ordered to be re-advertised as amended.

VAUGHAN WILLIAMS, J., said that in such a case the petition must be re-advertised, not only in the *London Gazette*, but also in the newspapers in which the original advertisement appeared.—COUNSEL, *Edward Ford*; *Waddy*. SOLICITORS, *Levy, Jamieson, & Mellor*.

[Reported by V. DE S. FOWKE, Barrister-at-Law.]

High Court—Queen's Bench Division.

REG. v. JONES—C. C. R., 23rd November.

CRIMINAL LAW—PROCURING COMMISSION OF ACT OF INDECENCY—CRIMINAL LAW AMENDMENT ACT, 1885 (48 & 49 VICT. c. 69), s. 11.

Case stated by Wills, J. Robert Jones and Bowerbank, another male person, were tried at the Exeter Assizes upon an indictment, of which the first and second counts respectively charged Jones and Bowerbank with having committed an act of gross indecency with each other, and the third count charged Jones with having procured the commission by Bowerbank of an act of gross indecency "with another male person, to wit, with him, the said Robert Jones." No evidence was offered against Bowerbank, and he was acquitted: a general verdict of guilty was returned against Jones. Two objections were taken by his counsel—viz., first, that the prisoners, being charged and tried on the same indictment, the jury could not, having acquitted Bowerbank on the second count, convict Jones on either the first or third counts, the offences charged being joint, and requiring the participation of both prisoners; and secondly, that the third count was bad, because it was not an indictable offence under the Act for one male person to procure the commission, with himself, of an act of indecency by another male person. The question for the court was whether the conviction was to stand on either the first or the third count.

THE COURT (LORD RUSSELL OF KILLOWEN, C.J., MATHEW, VAUGHAN WILLIAMS, WRIGHT, and BRUCE, JJ.) upheld the conviction on both counts, holding as to the first objection raised, that separate offences were charged against the two prisoners, and that it was possible that the act charged might be committed by one person with another, without that other being a party to the commission of the offence; and as to the second objection, that the words of section 11 of the Criminal Law Amendment Act, 1885, "procures, or attempts to procure, the commission by any male person of any act, &c., with another male person," were applicable to the commission of the act, either with the procurer, or with a third person. Conviction affirmed. No counsel appeared.

[Reported by T. R. C. DILL, Barrister-at-Law.]

REG. v. GAUNT—C.C.R., 23rd November.

CRIMINAL LAW—COMMON ASSAULT—PERSON AGGRIEVED—OFFENCES AGAINST THE PERSON ACT, 1861 (24 & 25 VICT. c. 100), ss. 42, 46.

Case stated by the deputy chairman of the Huntingdon Quarter Sessions. The defendant was indicted for a common assault upon Victor

Grantley. The defendant's counsel moved to quash the indictment on the ground that the court had no jurisdiction, because the proceedings before the justices in petty sessions had not been taken by or on behalf of Grantley or by his authority, and that an indictment for a common assault could only be preferred by the person aggrieved or by some one on his behalf. It appeared that the information before the magistrate was laid by a police serjeant, and that on the hearing Grantley was called by the defendant and gave evidence on his behalf; the magistrates were of opinion that the assault was a fit subject for prosecution by indictment, and accordingly committed the defendant for trial under section 46 of the Offences Against the Person Act, 1861. The justices in quarter sessions refused to quash the indictment and the defendant was convicted. The question for the court was whether the indictment ought to have been quashed or not. It was argued for the defendant that the justices in petty sessions had no jurisdiction to deal with the case because the complaint was not made "by or on behalf of the person aggrieved" (Offences against the Person Act, 1861, s. 42). *Nicholson v. Booth* (57 L. J. M. C. 43), and *Reg. v. Denny* (20 L. J. M. C. 189), were cited.

THE COURT (LORD RUSSELL, of Killowen, C.J., and MATHEW, VAUGHAN WILLIAMS, WRIGHT, and BRUCE, JJ.) upheld the conviction, on the ground that even if the justices could not send for trial a charge of assault which professed to be, but in fact was not, preferred by or on behalf of the person aggrieved, in the present case the grand jury had found a true bill, and, the case not being within the Vexatious Indictments Act, this gave jurisdiction to the quarter sessions. Conviction affirmed.—COUNSEL, J. W. Cooper.

[Reported by T. B. C. DILL, Barrister-at-Law.]

Ex parte DUFFY—14th November.

JUSTICES—LICENSING—DUE NOTICE FOR ANNUAL MEETING GOOD NOTICE FOR ADJOURNED MEETING—WINE AND BEERHOUSE ACT, 1869 (32 & 33 VICT. c. 27), s. 7.

In this case counsel moved for a rule nisi calling upon the justices of the county of Northumberland to shew cause why a *mandamus* should not issue commanding them to hold a further adjourned licensing meeting to hear and determine the application of Joseph Duffy for a licence for wine and beer for the Commercial Hotel at Wallsend. The licensing justices for the East Castle Ward of the county had refused to do so, on the ground that a proper notice had not been given for the adjourned meeting. The annual licensing meeting was fixed for the 26th of August, to be held at Teignmouth, and Joseph Duffy duly caused a notice to be given more than twenty-one days before that date. The applicant applied for a full licence of his premises, and in the alternative for a wine and beer licence. On the 26th of August application was made for a full licence, which was refused. Nothing was done on that day with regard to the second or alternative application for a wine and beer licence, and the justices fixed the statutory adjourned meeting then for the 30th of September. [LORD RUSSELL, C.J.—Do I understand that the application for the wine and beer licence was not reached?] Nothing whatever was done in the matter that day, no application for the alternative licence was made, and it was not heard or determined in any way. Duffy was advised and believed that he should be in order if he applied at the adjourned meeting for the alternative licence, but on his doing so the justices refused to go into the matter on the ground stated. On his behalf it was contended that in law the first meeting and the adjourned meeting were substantially one and the same. The Court of Appeal had held in *Reg. v. Pownall* (1893, 2 Q. B. 158) that for the purposes of making an application, which proper notice had not been given in time for it to be heard at the first meeting, was nevertheless a good notice for the adjourned meeting. In other words, that the twenty-one days were to be computed, not from the first day of the general annual meeting at which the application was made, but from the day upon which the application was actually heard. In the present case the full statutory notice had been given for the general annual licensing meeting, and *a fortiori*, when the notice was good for the first day, an application for an alternative licence could be made at any later time during the "day" or period formed by the meeting and the adjourned meeting when the justices were sitting to hear such matters.

THE COURT (LORD RUSSELL, C.J., and GRANTHAM, J.) thought that the applicant's contention was right, holding that a notice for the annual meeting was a good notice for the adjourned meeting, and as it appeared from the evidence that the justices refused to hear the alternative application, on the ground that it had been waived, the applicant was entitled under the circumstances to be heard. Rule nisi granted accordingly.—COUNSEL, Strachan. SOLICITORS, J. E. & H. Scott, for W. S. Daglish & Mulcaster, Newcastle-on-Tyne.

[Reported by ESKINE RYD, Barrister-at-Law.]

A very successful smoking concert was held on behalf of the Royal Courts Staff Sick and Provident Fund on Monday evening last at St. Martin's Town Hall. Mr. T. T. Bucknill, Q.C., M.P., was in the chair, and Mr. F. A. Stringer in the vice-chair, and among those present were the Lord Chief Justice and Lord Justice Rigby.

At the Maidstone Assizes on the 22nd inst., Mr. Justice Hawkins, on taking his seat on the bench, stated that he had received a letter from a jurymen who had been kept till 9 o'clock at night, complaining of having to pay his own expenses, and asking the judge if he could not assist him. Mr. Justice Hawkins read the letter out, and told the jury that he could not help the writer himself, but he advised jurors to stir up their county and borough members to obtain legislation for the payment of the expenses of common jurors. Special jurors in civil cases, who were much better able to afford to come, received payment of a guinea a case. He thought the law ought to be amended in favour of common jurors.

LAW STUDENTS' JOURNAL.

INCORPORATED LAW SOCIETY.

INTERMEDIATE EXAMINATION.

The following candidates (whose names are in alphabetical order) were successful at the Intermediate Examination held on the 7th of November 1895:—

Allen, Ernest	Jepps, Elliott Patton, B.A.
Almy, Percival Henry William	Johnstone, Leopold Foster
Ayrton, Edwin	Jones, Aneurin
Bailey, Wilfred Ormond, B.A.	Jones, Harold Mount
Baker, Hugh Bernard	Jones, Joseph Thomas
Balleine, Francis Edward, B.A.	Jones, Timothy Morris
Barker, Harold	King, Hugh John
Barrett, Walter Henry	Knight, Sydney Joseph
Baxter, Francis William	Knowles, Robert John
Beach, Henry Granville	Leay, Joseph Aloysius
Beall, Edward Metcalfe	Leach, Basil
Bellingham, George Edward Horton	Leonard, Harry
Berkeley, Rowland Henry	Lewis, James Hubert
Berry, Albert Edward	Lockett, George Gordon
Bevan, Theophilus Hamilton	Lomax, John Knight
Blackford, Charles	Lovatt, Alfred Frederick
Bowling, William	McLellan, John Stuart
Bowman, John Broughton	Maidment, Leonard Rodolph
Branson, George Arthur Harwin, B.A.	Manks, George Henry
Brierly, George Herbert	Marks, Henry
Brighouse, Robert Wales	Marris, Charles Albert
Brown, Peter	Mason, Daniel Johnston
Brown, Thomas Stephen	Mason, Thomas Frederick
Browne, Charles Ernest Christopher B.A.	Maudlin, George Terry
Canning, Alexander Guerra	May, George Herbert
Capel, Ernest Amphlett	Mee, Harold James
Chick, Albert John	Metcalfe, Thomas Davis
Cobbett, Herbert Richard, B.A.	Miller, Alexander Thomas
Coop, George Pool	Minton-Senhouse, Alfred Darby
Cornock, David Stroud	Morrell, Philip Edward, B.A.
Crane, George	Morton, Albert
Cresswell, William Warneford	Mumford, Guy Tallent
Crisp, John Wilson	North, Leonard Alfred Lauraine
Crombie, Norman Thomson	Oden, Frederick William
Crowder, Alexander Jeffries	Palmer, William
Crutenden, William	Passingham, Alfred Edward
Darby, Charles Henry	Paterson, Athol Scott
Davies, Charles Robert, B.A.	Pearce, Thomas Edward Lawin
Day, Henry George Cyril, B.A.	Pelle, Frank Kitchener, B.A.
Day, Henry Langston	Piper, Donald
Ditchfield, John William Hall, B.A.	Pode, Arthur Crawley, B.A.
Dixon, Olive Fletcher	Pope, Edward Alexander
Drake, Charles Frederick	Prentice, John Manning, B.A.
Du Bois, Edward	Prescott, Richard Melling
Dyson, William Ellis	Price, Arthur Woodfine
Easley, John Beckley	Pritchard, Herbert Arthur
Edwards, John	Pumfrey, Henry
Edwards, Patrick Harrington	Punchard, James Septimus
Elmhirst, William	Ranger, Hugh Frederick
Everitt, Clement	Rees, Harry Stanton
Forbes, Barré Robert Mackray, B.A.	Richards, Martin Rees
Frankeliss, John Henry	Roberts, Alfred Ernest
Franks, Arthur James	Robertson, Gilbert
Fry, Hubert Gerald	Robertson, William Alexander, B.A.
Garner, Edward James	Scholefield, John
Gatey, George	Seaman, Charles Hubert Alfred
Gidden, Owen Edward Barton	Senior, Lewis Farrar
Granley, Ernest David	Sharpe, Alan Frederic
Gordon, Hugh, M.A.	Shaw, Frederic John
Green, Frederick William	Shillitoe, Francis Rickman
Greville, Herbert Edwin	Shimeld, Christopher Wealey
Hall, Alfred Herbert	Snagg, Bertram Cecil Keith
Hall, James, B.A.	Spencer, Edmund
Hamp, Robin Percy	Springett, Thomas Brook Springett
Hanne, Herbert Curtis Lee	Stansfield, Walter Daniel
Hare, George Dudley	Steed, Francis George
Harris, Sidney Edmund	Steel, Thomas Samuel
Hartland, Linton Sydney	Steer, Berry Reeve
Hilbery, Leonard William	Stephen, Leasel Palmer, B.A.
Hind, Robert Barrow	Stirk, Frank Aubrey
Hindmarsh, Andrew Brown	Stocken, Walter Aloysius
Holt, Arthur	Stokes, George Lort
Holt, Henry Cecil	Stow, Gordon William
Hopson, Frederick Ongley	Swallow, Isaac Harrison, B.A.
Hossack, Anthony Henry, B.A.	Swinscow, Frederick William
Houghton, Bertram Francis	Tatham, Arthur Trevor
Huntman, Edmund	Taylor, Alfred Miles
Ireland, Herbert Francis Kellie	Thomas, Edmund Crews
Ironsides, Alfred Allan	Varley, Frank
Isaac, Edward Swinton Wodehouse B.A.	Vuillamy, Lionel Hastings
Jennings, Thomas	Wadsworth, Henry Joseph Brandless
	Walker, Percy John
	Walsley, John Bankes
	White, Frederick

White, William R.
Whitworth, Regi
Wightman, Hen
Wilkins, Francis
Williams, Daniel
Williams, John
Williams, Rowla

The following
successful at the
1895:—

Armstrong, Rich
Barnatt, Jonath
Byres, James P
Carlow, Samuel
Cayley, Kennet
Caven, John
Cekham, Georg
Cill, Frank Ern
Cocker, Willia
Coke, John Ba
Cotton, Walter
Cottomley, Leo
Cott, Henry Th
Crandt, Hugh
Crisp, John J
Crock-Greaves
C. Richard

Crooks, James
Culley, Maur
Catcher, Hug
Cave, Harold
Chambers, Ch
Chittock, Gibb
Collins, Harry
Cope, George
Copenan, Ch
B.A.

Darrell, Claud
Davie, Herber
Dawson, Vinc
Denton, Charl
Deverell, Joh
Dey, Lewis I
Dewrey, Edw
Dewrey, Hen
Durrance, W
Edwards, Mo
Elliott, Joh
Emanuel, W
Fairburn, Ar
Fenna, John
Francis, Arth
Freer, Willia
Gowen, Fred
Hatten, Har
Hayward, C
B.A.

Heath, Haro
Hilton, Sam
Hoare, Edw
Hodgson, W
B.A.

Horton, Th
Hosell, Hen
How, Archib
How, Fran
B.A.

Hubbard, A
Hulton, Fre
Jackson, Ch
Jacobs, Ber
Johnstone, E
Jonghaus, J
Kent, Arth
Kesham, Jo
Lawson, Ed
Littler, Oav
Lowless, R

Nov. 26
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329) was
Mr. A. C.
also spok
J. S. Wilk
Jolly repli
three vote
Tuesday,
system of

White, William Ernest Crabtree, B.A. Williams, William Alfred
Whitworth, Reginald Wilson, Charles Barker
Wightman, Henry Worthington Windeatt, Francis Knowles
Wilkins, Francis Worth, Edward Lytleton
Williams, Daniel Youll, John Harold
Williams, John Bellis Young, George
Williams, Rowland Charaley

FINAL EXAMINATION.

The following candidates (whose names are in alphabetical order) were successful at the Final Examination held on the 5th and 6th of November, 1895:—

Armstrong, Richard Harold
Barnatt, Jonathan
Byres, James Parker
Carrow, Samuel Joseph
Cayley, Kennett Champain
Caven, John
Cickham, George William, B.A.
Cill, Frank Ernest
Cocker, William Stewart
Coke, John Bale
Colton, Walter Septimus
Cottomley, Leonard, M.A., LL.B.
Cox, Henry Thomas
Crandt, Hugh Bernard
Criggs, John James
Crock-Greaves, John Thomas
Crickard
Crooks, James
Culkey, Maurice Arthur
Cutter, Hugh
Cave, Harold Watkins
Chambers, Charles Graham, B.A.
Chittcock, Gilbert Carsey
Collins, Harry De Montmorency
Cope, George Bewick, B.A.
Copenman, Charles Edward Fraser
C.B.A.
Darrell, Claud Edward
Davie, Herbert Ernest
Dawson, Vincent Osborne Cort, B.A.
Denton, Charles William
Deverell, John Richards Croft, B.A.
Dey, Lewis Irving
Drewry, Edward Gwyther
Drewry, Henry Swayne
Durrance, Walter
Edwards, Morrice Alfred, B.A.
Elliott, John Allen
Emanuel, Walter Lewis
Fairburn, Arthur Milward
Fenna, John
Francis, Arthur Edward
Freer, William
Gowen, Frederick
Hatten, Harry Ambrose Philip
Hayward, Charles John William,
B.A.
Heath, Harold Fell
Hilton, Samuel
Hoare, Edward Henry
Hodgson, William Frederick Sanfrid,
B.A.
Horton, Thomas
Hosell, Herbert
How, Archibald Wybergh
How, Francis Ambrose Walsham,
B.A.
Hubbard, Austin Gardner
Hulton, Frederick Copley, B.A.
Jackson, Charles Nevill
Jacobs, Bertram
Johnstone, George Wild
Jonghaus, Thomas Chadwick
Kent, Arthur Lawrence
Kesham, John Northhouse
Lawson, Edmund
Littler, Oswald Collier
Lowless, Ronald Dosson
Lowther, Lancelot Christopher
Martin, Henry Scott
Martineau, Lionel, B.A.
Matthews, Herbert Ambrose
Mead, Gerald Harvey
Miller, Frederick Sidney
Morgan, Frederick Stuart
Morton, Gerard Sinclair
Mossop, Clyde Swinson
Mott, Charles Egerton, B.A.
Neve, Frank Lethbridge
Newall, James Edward
Newbery, Stobart Bryce, B.A.
Newton, Harry
Oakshott, Frank Benjamin, B.A.
Oldfield, Albert
Orams, Edward
Page, Thomas Howard
Phillips, John Samuel
Pierron, Henri
France, Frederick Arthur, B.A.
Richards, William
Ricketts, Ricketts Raymond
Robbins, William Joseph
Roberts, John Trevor
Roos, Gustaf Oscar
Rye, James Bacon, B.A.
Ryland, Herbert Henry
Seal, Samuel Henry
Sharp, Howard Wilberforce
Simpson, George Harold
Smith, Douglas Edwin
Storer, James Maitland
Strange, Ellis
Stroud, Herbert
Talbot, Reginald
Tarrant, Joseph Frederick
Thurnell, George Thurlow Brace
Summers
Todd, Gerald Maltby
Tucker, Walter Greame Pitts, B.A.
Upton, Ralph Daubeny, B.A.
Valentine, Algernon Lancelot Wil-
liam
Vaughton, Rowland Griffith, B.A.
Vinal, Cecil
Walsh, Alfred
Ware, Walter Patrick Webb, B.A.
Watson, John, LL.B.
Weatherley, Leonard Sacheverell
Charles Barnabas
Webb, Maurice Lancelot, B.A.
Whadcoat, Gordon Cuming
Whalley, Arthur
White, Alfred Wallis
Whitelock, Arthur Radcliffe, B.A.
Whitgreave, Charles Vincent
Wilden, Herbert
Wilkins, Granville Augustus, B.A.
Wilkinson, William Durham
Williams, John Thomas
Wills, John
Wilson, Archibald Berdmore
Buchanan, B.A.
Winch, John Nightingall, B.A.
Woodcock, William Stanley
Woolston, Charles Eustace
Wrigley, Herbert Greenwood

LAW STUDENTS' DEBATING SOCIETY.

Nov. 26.—Chairman: Mr. Neville Tebbutt.—The subject for debate was, "That the case *Strachan v. Universal Stock Exchange* (1895, 2 Q. B. 329) was wrongly decided." Mr. W. A. Jolly opened in the affirmative, Mr. A. C. F. Boulton opened in the negative. The following members also spoke:—Messrs. A. Dickson, F. M. Smith, A. S. Legg, E. S. Hubbard, J. S. Wilkinson, A. Hair, F. G. Jones, W. E. Singleton. Mr. W. A. Jolly replied, and the chairman summed up. The motion was lost by three votes. The subject for debate at the next meeting of the society on Tuesday, the 10th day of December, is, "That there should be some system of compulsory retirement applicable to all judicial officers."

LORD JAMES ON THE ADMINISTRATION OF JUSTICE IN THE COUNTY PALATINE.

At Manchester a few days ago a deputation representing the Manchester and Liverpool Incorporated Law Societies waited upon Lord James, Chancellor of the Duchy of Lancaster, in reference to matters connected with the administration of justice in the county. The deputation consisted of Mr. L. Tatham, president of the Manchester Law Society; Mr. C. H. Morton, president of the Liverpool Law Society; Mr. Laurence (Liverpool); Mr. John Cooper (Manchester); and Mr. J. F. Milne (Manchester). It was explained that further facilities were desired for the administration of justice, and particularly for the hearing of both Chancery and common law cases, including divorce, admiralty, and probate matters by means of continuous sittings of judges in the county of Lancaster. It was stated that there had been a large increase in the business of the Palatine Court since the Vice-Chancellor sat in Lancaster continuously, and it was urged that the business in other branches would probably increase in the same way if a judge sat continuously. It was a question for the Lord Chancellor and the Chancellor of the Duchy to decide whether the jurisdiction of the Vice-Chancellor should be increased or the Palatine Court should be made a branch of the High Court. It was stated that the suitor's fee fund had accumulated to so large a sum that the interest on that alone would almost provide the salary of an additional judge to deal with common law matters.

Lord James, in reply, said that when he was the representative of Bury he took great interest, and his constituents took great interest, in the questions which had now been brought before him. The deputation would recognize that they had to be determined principally by the Lord Chancellor. In anything that had to be done by virtue of his executive power, such as sending judges here from the High Court, his lordship must be guided by the feelings of the judges. It was impossible to treat the judges as if they were mere servants of the Lord Chancellor. As far as anything depended upon the executive action of the Lord Chancellor they must be good enough to make their representations to him. He himself would not forget the views he had previously expressed, and he would be glad to place the views of the deputation before the Lord Chancellor. There was one aspect of their demands, at all events, which would require legislation—namely, the extension of the jurisdiction of the Palatine Court so as to give it jurisdiction over defendants who did not reside in the County Palatine. That could not be done by executive order. Practically it would be for the Lord Chancellor to determine it, although, of course, in one sense, it was a matter for the whole Cabinet. Again he would say that as far as he could assist in placing their views before the Lord Chancellor he would be most happy to do so. He thought it would be better for them to ask for an interview with Lord Halsbury. He could answer for it that his lordship would be glad to see them and to learn their views. The result, of course, he could say nothing about, but his services would be available to put them in communication with the Lord Chancellor. Perhaps it would be as well for them in the first place to put their views before the Lord Chancellor in writing, and to ask him to receive a deputation afterwards.

LEGAL NEWS.

APPOINTMENTS.

Mr. S. D. WADDY, Q.C., has been elected Treasurer of the Honourable Society of the Inner Temple for the ensuing year, in succession to Viscount Cross.

Mr. EDWARD HENRY PRIMER, Q.C., has been elected Treasurer of the Honourable Society of Lincoln's Inn for the ensuing year in succession to Mr. Justice Chitty, but his term of office will not begin until the 11th of January.

Mr. CHARLES HENRY HOPWOOD, Q.C., Recorder of Liverpool, has been elected Treasurer of the Honourable Society of the Middle Temple for the ensuing year, in succession to Judge Bagshawe, Q.C.

Mr. STEPHEN GEORGE SALE, barrister-at-law, has been appointed a Judge of the High Court at Calcutta, in the room of Mr. John Freeman Norris, Q.C., who has been permitted to retire.

CHANGES IN PARTNERSHIPS.

DISSOLUTION.

BOHUN HENRY CHANDLER FOX and WILLIAM GEORGE BARROW FULMAN, solicitors (J. & B. H. C. Fox), Lutterworth. November 18. The said practice will in future be carried on at Lutterworth aforesaid, and at Rugby, by the said William George Barrow Fulman.

JAMES POWELL and WILLIAM GOODALE, solicitors (Powell & Goodale), 34, Essex-street, Strand. November 16. Mr. Goodale has taken into partnership Mr. Alfred Allen Hobson, and they will practise at No. 9, Essex-street, Strand, W.C., under the style or firm of Goodale & Hobson.

ROBERT ELLIOTT HERBERTSON and JULIUS TURNER, solicitors (Herbertson & Turner), Newcastle-upon-Tyne. November 1.

[Gazette, November 22.]

INFORMATION WANTED.

£10 REWARD.—WANTED, the original Will, made in 1857, of ELIZABETH GREEN, late of Kensington-park-terrace, Notting-hill, in the

county of Middlesex, spinster, who died in or about the month of May, 1857. The above reward will be paid to any person producing same to Messrs. Moore, Kelly, & Lloyd, Solicitors, 31, Molesworth-street, Dublin.

Re Charles Tyler, deceased.—Will any solicitor or other person who can give any information respecting a Will of CHARLES TYLER, Esq., late of Elberton, New West-end, Finchley-road, Hampstead, N.W., who died on 2nd inst., kindly communicate at once with the undersigned solicitors?—Dated this 21st November, 1895.—Gard, Hall, & Rook, 2, Gresham-buildings, Basinghall-street, London, E.C.

GENERAL.

In consequence of Mr. Justice Wright's having to go to Southampton to hear the election petition in place of Mr. Baron Pollock, civil business at the Leeds Assizes has been postponed until Wednesday morning next.

At the Winchester Assizes, says the *Times*, Mr. Justice Wills was engaged in trying cases the details of which are unfit for publication. In the course of trying one of these a question arose as to whether the prisoner ought to be called as a witness or not. The learned judge said that, in reference to the enactment under which an accused person was enabled to give evidence, after a long experience and trying hundreds of these cases, it was, in his opinion, of very great advantage to an innocent man, though not to a guilty one, to be called as a witness. He himself should be very glad to see this power extended to all cases, and he trusted that this would become law before very long. The prisoner did give evidence, and in the result was convicted.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	APPEAL COURT No. 2.	Mr. Justice CHITTY.	Mr. Justice NORTH.
Monday, Dec.	2	Mr. Jackson	Mr. Havis
Tuesday	3	Cloves	Carrington
Wednesday	4	Jackson	Lavis
Thursday	5	Cloves	Carrington
Friday	6	Jackson	Lavis
Saturday	7	Cloves	Carrington
		Mr. Justice STIRLING.	Mr. Justice KEKWICH.
Monday, Dec.	2	Mr. Ward	Mr. Pugh
Tuesday	3	Beal	Beal
Wednesday	4	Ward	Pugh
Thursday	5	Pemberton	Beal
Friday	6	Ward	Pugh
Saturday	7	Pemberton	Beal

WARNING TO INTENDING HOUSE PURCHASERS AND LESSEES.—Before purchasing or renting a house, have the Sanitary Arrangements thoroughly Examined by an Expert from The Sanitary Engineering Co. (Carter Bros.), 65, Victoria-street, Westminster. Fee for a London house, 2 guineas; country by arrangement. (Established 1875).—[ADVT.]

WINDING UP NOTICES.

London Gazette.—FRIDAY, NOV. 23.

JOINT STOCK COMPANIES.

COUNTY PALATINE OF LANCASTER.

LIMITED IN CHANCERY.

NATIONAL TRADING CO., LIMITED.—Petn for winding up, presented Nov 19, directed to be heard on Dec 4. W. O. Freeman, 5, Eastcheap, solr for petn. Notice of appearing must reach the abovesaid not later than 6 o'clock in the afternoon of Dec 2.

FRIENDLY SOCIETY AND MEDICAL DISPENSARY SOCIETY, National Schoolroom, Wimbledon, Surrey. Nov 9.
MALTON, NORTON, AND DISTRICT CO-OPERATIVE SOCIETY, LIMITED, St. Nicholas st, Norton, Yorks. Nov 9.
SOUTH HETTON CO-OPERATIVE MEAT SUPPLY SOCIETY, LIMITED, 3, Front st, South Hetton, Durham. Nov 16.

London Gazette.—TUESDAY, NOV. 26.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

G. & S. BRACKNELL, LIMITED.—Petn for winding up, presented Nov 23, directed to be heard on Dec 4. W. O. Freeman, 5, Eastcheap, solr for petn. Notice of appearing must reach the abovesaid not later than 6 o'clock in the afternoon of Dec 2.

HERCULES AND ELECTRICAL MANUFACTURING CO., LIMITED.—Petn for winding up, presented Nov 22, directed to be heard Dec 4. Dale, 46, Finsbury circus, solr for petn. Notice of appearing must reach the abovesaid not later than 6 o'clock in the afternoon of Dec 3.

LYWOOD & CO., LIMITED.—Petn for winding up, presented Nov 23, directed to be heard Dec 4. Kingsbury & Turner, 39, Brixton rd, solr for petn. Notice of appearing must reach the abovesaid not later than 6 o'clock in the afternoon of Dec 3.

COUNTY PALATINE OF LANCASTER.

LIMITED IN CHANCERY.

BOLTON MUTUAL PROPERTY CO., LIMITED.—Creditors are required, on or before Dec 18, to send their names and addresses, and particulars of their debts or claims, to Mr Harold Mather, 10, Acaciafield, Bolton. Rubner, Bolton, solr for Liquidator.
JOVATTAY ANDREY & SONS, LIMITED.—By an order made, it was ordered that the voluntary winding up be continued; and John Smith, of Ashton-under-Lyne was appointed

Liquidator, in addition to Charles Henry Wade, the Liquidator appointed in the winding up. Harding & Co, Manchester.
NATIONAL TRADING CO., LIMITED.—Creditors are required, on or before Dec 23, to send their names and addresses, and particulars of their debts or claims, to Mr. Edward Arthur Conner, 2, Carr st, Blackfriars st, Manchester. Wrang, Manchester, solr for Liquidator.

FRIENDLY SOCIETIES DISSOLVED.

BURY ST. EDMUNDS FRIENDLY SOCIETIES MEDICAL AID ASSOCIATION, Foresters' Club Room, Grapes Inn, Bury St. Edmunds, Suffolk. Nov 16.
MONTAUTE FEMALE PROVIDENT SOCIETY, Schoolroom, Montacute, Ilminster, Somerset. Nov 16.

CREDITORS' NOTICES. UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, NOV. 15.

BROGDEN, GEORGE WILLIAM HARGREAVES, Old Broad st, Merchant Dec 20 Wallace v Brogden, Chitty, J. Tatham & Louisa, Old Broad st
EDWARDS, ELIZA, Liverpool Dec 18 Pritchard v Edwards, Registrar, Liverpool Jones & Co, Liverpool
EDWARDS, MARY ELIZA, Liverpool Dec 16 Pritchard v Edwards, Registrar, Liverpool Jones, Liverpool
HART, NATHAN SAMUEL, Liverpool, Financial Agent. Dec 16 Humphreys v Harris, Registrar, Liverpool. Davies, Liverpool
WILLIAMS, ROBERT, Carnarvon, Ironmonger Dec 11 Hughes v Williams, Kekewich, J Carter, Bangor

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, NOV. 15.

ANGILBERT, SARAH, Gravesend Dec 15 Ford & Co, Bloomsbury sq, W C
BENNETT, SARAH LOUISA, Powis sq, Bayswater Dec 13 Hickin & Co, Lincoln's inn fields
BEVIS, JOSEPH, Newport, I W, Builder Dec 24 Eldridge & Sons, Newport
BLAND, WILLIAM, Scarborough, Builder Jan 1 Tate & Co, Scarborough
BUTLER, MARK, Potterne, Wilts, Market Gardener Dec 14 Hopkins, Devizes
CROOME, THOMAS LANCELOT, Pall Mall, S W, Esq Dec 17 Mullings & Co, Cirencester
DADSWELL, SARAH, Crowbourne, Sussex Dec 18 Stenning & Co, Tonbridge
DAVIES, WILLIAM, Mold, Flint Dec 1 Simon, Mold
DELMAR, FREDERICK ORLANDO THOMPSON, St Petersburgh pl, Bayswater, Esq Dec 18 Kerly & Co, Gt Winchester st
GIFFORD, FRANCIS GEORGE, Cambridge, Gent Dec 17 Peed, Cambridge
HIBBERT, HUGH ROBERT, Barnstaple, Colonel Dec 2 Donaldson, Bedford row
HINDLE, CHARLES, Hurst, Ashton under Lyne, General Dealer Dec 17 Ellison, Ashton under Lyne
HOME, HARRIET, Brighton Dec 24 Eggar, Brighton
HUGHES, EMMA LUCY, Liverpool, Outfitter Jan 1 T J Smith & Son, Liverpool
LISTER, THOMAS, Newcastle on Tyne, Butcher Dec 12 Maughan & Hall, Newcastle on Tyne
MILLER, THOMAS, Thorpe le Soken, Essex Gent Dec 18 Walton, Woodbridge
MILLS, MARY, Leicester Dec 20 Burgess & Dexter, Leicester
NELSON, JAMES JOSEPH, Hanging Heaton, nr Dewsbury, York Dec 20 Ridgway & Ridgway, Dewsbury
OLDFIELD, GEORGE, Dringthorpe, York, Esq Dec 21 Cobb & Son, York
OLDFIELD, EMILY MARIAN ROUSSELL, Godalming Dec 31 Beapath & Co, Bush lane
ORME, GEORGE, Sutton, Distiller Nov 30 Blyth & Co, Old Broad st
PESOD, HENRY, Midhurst, Sussex, Grocer Dec 20 Johnson & Son, Midhurst
PRE-SMITH, JOHN WILLIAM, Sheffield, Gent Dec 21 Ibbotson & Co, Sheffield
RAMUS, REV HERBERT MEADE, Playden Rectory, Bye Dec 31 Bannister & Co, John st, Bedford row
RICHARDSON, ALFRED, New Wharf rd, Caledonian rd, Foreman of Saw Mills Dec 18 Rimer, Quality Court, Chancery lane
ROGERS, GEORGE HUMPHREY, Solihull, Warwick, Farmer Dec 9 Sydney & Co, Birmingham
ROBERTS, WILLIAM, Liverpool Dec 11 Cleaver & Co, Liverpool
SALE, JOSEPH, Litchurch Lodge, Derby, Gent Dec 31 Sale & Son, Derby
SARGENT, WILLIAM, Walton pl, Chelsea, Gent Dec 11 Dangerfield & Blythe, Craven st, WC
SHIR, JAMES, Charnock, Lancs Dec 7 Miller, Chorley
SLATER, ISAAC, Kirkanton Mill, Cumberland Dec 8 Butler, Broughton in Furness
STOCKER, JOHN, Glenageary, Kingstown, Staff Commander RN, HMS Ajax Jan 1 Loughrey, Dublin
STOURNARI, HENRIETTA ISABELLA, Athens, Greece Jan 1 Flux & Co, East India avenue
SULTON, JOSEPH, Leighton Buzzard Dec 20 Calcott, Leighton Buzzard
THOMPSON, FREDERICK AUGUSTUS, West Bolton grdns, South Kensington, Mining Engineer Dec 18 Ashurst & Co, Throgmorton avenue
THOMPSON, JOHN, Birmingham, Handcraft Manufacturer Dec 31 Restall, Birmingham
WALBRACK, WILLIAM AVERY, Staines rd, Twickenham Aug 31 Marshall & Haslip, Martin's lane
YOUNG, AWF, Gateshead, Durham Jan 1 Wilson, Newcastle upon Tyne

London Gazette.—TUESDAY, NOV. 19.

BETTS, SARAH ANN, Capel rd, Forest Gate Dec 25 Carr & Martin, Gt Tower st
BEVERLEY, ROBERT, Scarborough, Gas Engineer Dec 31 Dunning & Co, Leeds
BRITMAN, THOMAS, King's Lynn, Norfolk, Solicitor's Clerk Jan 1 Partridge & Co, King's Lynn
CLAYTON, FREDERICK, Highbury park Jan 1 Tyler, Clement's inn
CLEGG, JOHN, Bolton, Lancs, Gent Dec 31 Bradbury, Bolton
COCKBURN, CAROLINE JANE, Croft Hayes Dec 31 Balderston & Co, Bedford row
COPELAND, JOHN, Leicester, Gent Dec 19 Stevenson & Son, Leicester
CRAWSHAY, LISA ELISA, Oaklands Park, Gloucester Dec 16 Gabb & Walford, Aber-
darevny
DALY, GENERAL SIR HENRY DERMOT, GCB, CIE, Ryde, I W Feb 15 Guscotte & Co, Essex st, Strand
DIXON, THOMAS, Rickmansworth, Chemist Dec 23 Rowell & Lomas, Rickmansworth
FELLOWES, THOMAS ANDY, Donnington Priory, Berks, Esq Jan 11 Rooke & Cooke, Bath

GIBSON, JOHN
HARR, FRANCIS
HAYNES, THOMAS
HEDLEY, ARTHUR
HEDLEY, MARY
HOLROYD, W
HOWARD, CH
HOWSON, HEN
HOWSON, SAR
JACKSON, JOH
JERSEN, CHRI
JONES, SUSAN
KNOWLES, E
KNOWLES, EL
LAKE, FRANC
LAWFORD, GE
LEA, JOHN W
MANFULL, JO
MARCHE, JOS

ALLENBY, SA
ATKIN, WALT
BAILEY, GRIM
BAILEY, THE
BARFORD, J
BASTIN, JOH
BEAUMONT, E
BRAYSHAW, G
DEWARBY, J
CARTER, JER
CHILDS, PHIL
COLSTON, ALE
DEATH, WIL
EARDLEY, ED
FRANCE, JAM
GREGORY, GE
HASCOCK, JO
HILL, WILLI
HUGHES, JAN
HODGSON, HA
INGHAM, JES
JERREMS, J
JONES, OWEN
JONES, WALT
KNIGHT, RIC
LANGFELD, J
MAYFATT, G
MOXEY, PET
NICKS, ANTH
NOTTON, ST
OAKLEY, OLIV
PERKS, THOM
PERRY, WILL
PICKERING, I
PITT, RALPH
POOLE, ANTH
REES, JOHN
ROGERS, WIL
ROWLANDS, V
SILVERSTEIN, A
TARRAN, AR
TON UPON

GIBSON, JOHN, Leeds, Gent Dec 14 Dunning & Co, Leeds
 HARE, FRANCIS CHEYNE, Glasbury rd, West Kensington, Esq Feb 15 Guscoffe & Co, Essex st, Strand
 HAYES, THOMAS, Craven pk, Harleiden Dec 28 Kinsey & Co, Bloomsbury pl
 HEDLEY, ARTHUR, Felton, Northumbria, M.D. Dec 2 Douglas, Alnwick
 HEDLEY, MARY, Felton, Northumbria Dec 2 Douglas, Alnwick
 HOLROYD, WILLIAM, Scarborough, Gent Dec 31 Dunning & Co, Leeds
 HOWARD, CECIL, Fulham rd, Dramatic Critic Dec 20 Wilkinson & Co, Bedford st, Covent garden
 HOWSON, HENRY VERNON, Edgbaston, Ironfounder Dec 30 Smith & Co, Birmingham
 INWOOD, SARAH, Birkenhead Jan 21 Harrison & Burton, Liverpool
 JACKSON, JOHN COHEN, Amhurst rd, Hackney Dec 28 Herbert Smith, Coleman st
 JENSEN, CHRISTIAN, Ringkjobing, Jutland, Denmark, Shipwright Jan 16 Harrison & Burton, Liverpool
 JONES, SUSANNAH, Newport, Salop Dec 28 Heane, Newport
 KNOWLES, EDWARD HENRY, Erdington, Warwick, Gent Dec 31 Smith & Co, Birmingham
 KNOWLES, ELIZABETH, Nailstone, Leicester Dec 31 Thorpe, Ross, Herefordshire
 LANE, FRANCES, Sawbridgeworth, Herts Dec 12 Ackland & Son, Bishops Stortford
 LAWFOOD, GEORGE, Tokenhouse yard, EC, Stockbroker Dec 19 Bower, Lincoln's inn fields, WC
 LEA, JOHN WILLIAM, Liverpool, Plumber Jan 3 Banks & Co, Liverpool
 MANFULL, JOHN, Lenton, Nottingham, Chemist Dec 31 Maples & McCraith, Nottingham
 MARION, JOSEPH, London rd, Clapton, Gent Dec 17 Keeping & Gloag, Lombard st

McCOSKELL, JOHN, Fishergate, Preston, Licensed Victualler Dec 20 W & A Blackhurst, Preston
 MOONEY, CATHERINE, St Helena, Lancs, Glass Bottle Manufacturer Dec 15 Barrow & Cook, St Helena
 NATHAN, HENRY, Pembroke grdns, Esq Jan 1 Montague & Co, Bucklersbury
 OAKLEY, HERBERT, Cathcart rd, South Kensington Dec 2 Fishers, Essex st, Strand
 PIERCE, WILLIAM, Wellington House, Underhill rd, Dulwich, Gent Dec 19 Clarke, Coleman st
 PUMFREY, ANNE, Upton upon Severn, Worcester Dec 16 Powell, Upton upon Severn
 ROHLFS, FREDERICK, Mary street, Canning Town, Gas Stoker Dec 21 Blott, Broadway, Stratford
 ROWLAND, JOHN, Mumbles, Glam, Farm Labourer Dec 20 Cooper, Swansea
 SADLER, MARY, Duckett rd, Harringay Dec 30 Willocks, New inn, Strand
 SCUDOT, ARTHUR, Birmingham, Tailor, and SARAH JANE SCUDOT Dec 31 Smith & Co, Birmingham
 SHAW, JANE ALICE, Kilsby, nr Rugby Jan 1 Heane, Newport, Salop
 SMITH, ELEANOR, Old Kent rd Dec 21 Francis & Calley, Austin Friars
 SPIER, JOSEPH ANSELL, Coburg, Victoria Dec 15 Graham, Chancery lane
 THORNLEY, ROBERT, Birmingham, Gent Dec 31 Smith & Co, Birmingham
 WESTLEY, FRANCIS, Little Shelford, Cambridge, Farmer Jan 1 Buton & Aylmer, Newmarket
 WILLIAMS, MARY ANNE CATHERINE, Handsworth, Stafford Dec 10 Gatsley, Birmingham
 WILSON, MARY, Dobcross, nr Oldham Dec 20 Standing & Co, Shaw, nr Oldham
 WOOLLE, CHARLOTTE ELIZABETH, South Bailey, Durham Dec 21 Wilson & Co, Durham
 WOOLLIGHT, JOHN, Heswall, Chester, Gent Dec 7 Miller & Williamson, Liverpool

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, NOV. 22.

RECEIVING ORDERS.

ALLENBY, SAMUEL, Burnley, Lancs, Cabinet Maker Burnley Pet Nov 30 Ord Nov 20
 ATKIN, WALTER FRED, Uterby, Lincs, General Dealer Gt Grimby Pet Nov 16 Ord Nov 16
 BAILEY, the Rev THOMAS GEORGE, Kingland, Herefordshire Leominster Pet Nov 18 Ord Nov 18
 BASFORD, HENRY THOMAS, and STEPHEN BASFORD, Southampton, Tailors Southampton Pet Nov 30 Ord Nov 20
 BASSINGTON, ARTHUR, Deal, Kent, Licensed Victualler Canterbury Pet Nov 19 Ord Nov 19
 BEAUMONT, F W, Ipswich, Sack Manufacturer Ipswich Pet Nov 6 Ord Nov 18
 BRAYSHAW, GEORGE ARMITAGE, Batley, Yorks, Butcher Dewsbury Pet Nov 18 Ord Nov 18
 CARTER, JEREMIAH, Stcde, Staffs, Builder Stafford Pet Nov 5 Ord Nov 19
 CHILDS, PHILIP, Downham rd, Hackney, Cabinet Maker High Court Pet Nov 18 Ord Nov 18
 COLSTON, ARTHUR, Bristol, Tobacconist Bristol Pet Nov 19 Ord Nov 19
 DEATH, WILLIAM EPHRAIM, Leadenhall st, E C, Engineer High Court Pet Sept 28 Ord Nov 19
 EARDLEY, EDWARD, jun, Norton in Hales, Salop, Farmer Nantwich Pet Nov 9 Ord Nov 20
 FRAYER, JAMES Salford, Lancs, Baker Salford Pet Nov 16 Ord Nov 16
 GREGORY, GEORGE, Laurence Pountney lane, E C, Merchant High Court Pet Nov 18 Ord Nov 18
 HANCOCK, JOHN HOWARD, Cardiff, Pilot Cardiff Pet Nov 18 Ord Nov 18
 HILL, WILLIAM, Gt Grimsby, Fisherman Gt Grimsby Pet Nov 18 Ord Nov 18
 HUGHES, JANE, Liverpool, Grocer Liverpool Pet Nov 19 Ord Nov 19
 HODGSON, H. ARIET, and ELIZABETH McLEOD, Leeds, Boot Dealers Leeds Pet Nov 4 Ord Nov 18
 INGHAM, JESSE, Cleethorpes, Lincs, Fish Merchant Gt Grimby Pet Nov 18 Ord Nov 18
 JERRAMS, JOSEPH WALTER, Farthingoe, Northampton, Farmer Banbury Pet Nov 20 Ord Nov 20
 JONES, OWEN DAVID, Carnarvon, Draper Bangor Pet Nov 19 Ord Nov 19
 JONES, WALTER SIMON, Chester, Stationer Chester Pet Oct 21 Ord Nov 18
 KNIGHT, RICHARD, Bradford, Solicitor Bradford Pet Nov 5 Ord Nov 18
 LANGFIELD, EDWIN, Askew rd, Shepherd's Bush, Commercial Traveller High Court Pet Sept 17 Ord Nov 20
 MOVFATT, GEORGE, New inn chimbrs, Wych st, Merchant High Court Pet June 21 Ord Nov 20
 MOXY, PETER, Lowestoft, Smackowner Gt Yarmouth Pet Nov 18 Ord Nov 18
 NICKS, ANTHONY, Paignton, Devon, Baker Plymouth Pet Oct 30 Ord Nov 18
 NOTTON, SEBASTIAN, Aldergate st, Pipe Manufacturer High Court Pet Oct 19 Ord Nov 20
 OAKLEY, OLIVER JAMES, Attleborough, nr Nuneaton, Baker Coventry Pet Nov 20 Ord Nov 20
 PERES, THOMAS, Birmingham, Brasscaster Birmingham Pet Nov 19 Ord Nov 19
 PERRY, WILLIAM, Weston super Mare Wells Pet Nov 18 Ord Nov 18
 PICKERING, ISAAC, Dalton in Furness, Boot Maker Ulverston Pet Nov 18 Ord Nov 18
 PITT, RALPH, Welnesbury, Grocer Walsall Pet Nov 19 Ord Nov 19
 POOLE, ARTHUR, Birmingham, Butchers Assistant Birmingham Pet Nov 20 Ord Nov 20
 REES, JOHN, Maesteg, Glam, Grocer Cardiff Pet Nov 18 Ord Nov 18
 ROGERS, WILLIAM WILLIAMS, Swansea, Analytical Chemist Swansea Pet Nov 19 Ord Nov 19
 ROWLANDS, WILLIAM JOHN, Aberaman, Aberdare, Glam, Grocer Aberdare Pet Nov 19 Ord Nov 19
 SILVESTER, ANNE GRAHAM, Regent st, Court Milliner High Court Pet Nov 8 Ord Nov 18
 TARRAN, ARTHUR, Kingston upon Hull, Builder Kingston upon Hull Pet Nov 5 Ord Nov 19

THOMAS, WILLIAM, Pembroke, Plumber Pembroke Dock Pet Nov 18 Ord Nov 18
 VAUGHAN, THOMAS, Baschurch, Salop, Farmer, Shrewsbury Pet Nov 20 Ord Nov 20
 WARD, JONATHAN, Sheffield, Provision Dealer Sheffield Pet Nov 18 Ord Nov 18
 WATERS, JAMES, Blonfield, Norfolk, Farmer Norwich Pet Nov 20 Ord Nov 20
 WATKINS, JAMES, Shirley, nr Birmingham, Accountant Clerk Birmingham Pet Nov 19 Ord Nov 19
 WHILES, JOHN, Burton on Trent, Painter Burton on Trent Pet Nov 19 Ord Nov 19
 WHITAKER, CHARLES WENTWORTH, Royton, Lancs, Mill Manager Oldham Pet Nov 9 Ord Nov 20
 Amended Notice substituted for that published in the London Gazette of Nov 8th:—
 HUMPHRES, JAMES MARTIN, Lowestoft, Smackowner Great Yarmouth Pet Nov 4 Ord Nov 4

FIRST MEETINGS.

ATKIN, WALTER FRED, Uterby, Lincs, General Dealer Nov 30 at 11 Off Rec, 15, Osborne st, Gt Grimby
 BROWNE, ALBERT RICHARD, Norfolk, Composer Nov 30 at 12 Off Rec, 8, King st, Norwich
 CLINTON, LEIGH RICHARD, Willenhall, Staffs, Hairdresser Dec 2 at 11 Off Rec, Wolverhampton
 COE, ARTHUR, Hereford, Auctioneer Dec 4 at 2.30 2, Off st, Hereford
 CROFT, HENRY, Warwick st, Picnic, Wine Dealer Nov 29 at 11.30 24, Railway app, London Bridge
 CROMPTON, JAMES, Bolton, Rope-maker Nov 29 at 3 16, Wood st, Bolton
 DAVIES, WILLIAM, Leominster, Auctioneer Dec 4 at 2.30 2, Off st, Hereford
 ELTHOROUGH, JAMES THOMAS, Gosport, Photographer Dec 2 at 3.15 Off Rec, 4, East st, Southampton
 ENGLISH, ARTHUR W, Edgelfield, Norfolk, Builder Nov 30 at 12.30 Off Rec, 8, King st, Norwich
 GERHARD, W H, Ilkeston, Derby, Druggist Nov 29 at 2.30 Off Rec, 40, St Mary's gate, Derby
 GILBERT, NATHANIEL, Ashbury, Devon, Farmer Dec 2 at 11 10, Athensum ter, Plymouth
 GUNF, WALTER, Norwich, Grocer Nov 30 at 11 Off Rec, 8, King st, Norwich
 HALL, JAMES, Preston, Lancs, Cooper Dec 13 at 3 Off Rec, 14, Chapel st, Preston
 HIGLEY, RICHARD, Craven Arms, Salop, Steward Nov 30 at 2.30 2, Off st, Hereford
 HUDSON, WILLIAM MARK, Cheltenham, Hotel Proprietor Nov 30 at 3.15 County Court bldgs, Cheltenham
 JENKINS, WILLIAM EDWARD, and TOM JENKINS, Kenney's Inferior, nr Caerleon, Mon. Farmer Dec 3 at 12 Off Rec, Gloucester Bank chimbrs, Newport Mon
 KINGSTON, WILLIAM, Isle of Ely, Cambridgeshire, Farmer Dec 4 at 10 Court house, King's Lynn
 KNIGHT, RICHARD, Bradford, Solicitor Dec 5 at 12 Off Rec, 31, Manor row, Bradford
 LANG, W, Balham, Builder Nov 23 at 12 24, Railway app, London Bridge
 LANGE, FRANCIS EDWARD, Finsbury pk rd, Fur Dealer Dec 3 at 11 Bankruptcy bldgs, Carey st
 LAW, WHITAKER, Wyke, Bristol, Yorks, Bootmaker Nov 29 at 11 Off Rec, 31, Manor row, Bradford
 LEWIS, THOMAS, Brynmawr, Breconshire, Grocer Nov 29 at 12 65, High st, Merthyr Tydfil
 MAIZELS, ABRAHAM, Bradford, General Dealer Nov 29 at 12 Off Rec, 31, Manor row, Bradford
 MECHAN, WILLIAM, Kennington rd, Scenic Artist Dec 2 at 12 Bankruptcy bldgs, Carey st
 MELLOR, ELIZABETH, Leeds, Grocer Dec 2 at 11 Off Rec, 22, Park row, Leeds
 MILLER, WILLIAM SPENCER, Blackpool, Joiner Nov 29 at 2.30 Albion Court Promenade, Blackpool
 MOORE, GEORGE, Ordinance rd, St John's Wood, Jobmaster Dec 3 at 12 Bankruptcy bldgs, Carey st
 NEWMAN, HENRY, Mere worth, Kent, Farmer Dec 11 at 11.15 Off Rec, Week st, Maidstone
 PAY, CHARLES EDWARD, Pittlake, Croydon, Builder Dec 2 at 11.30 24, Railway app, London Bridge
 POWELL, FRANCIS BARCHAM, Croydon, China Dealer Nov 29 at 12.30 24, Railway app, London Bridge
 REYNOLDS, JOHN, Weobley, Gt Grimsby Nov 29 at 11 Off Rec, 15, Osborne st, Gt Grimsby

ROWE, JOHN JOSEPH, Nottingham Nov 29 at 12 Off Rec, St Peter's Church walk, Nottingham
 SARGENT, THOMAS, St Leonardgate, Lancs, Blacksmith Dec 13 at 2.30 Off Rec, 14, Chapel st, Preston
 SCARBOROUGH, GEORGE FREDERICK HANDEL, Norwich Nov 30 at 11.30 Off Rec, 8, King st, Norwich
 SILVESTER, ANNE, Regent st, Court Milliner Nov 29 at 2.30 Bankruptcy bldgs, Carey st
 STANLEY, JAMES WILLIAM, Kingston upon Hull, Boiler Coverer Nov 29 at 11 Off Rec, Trinity House lane, Hull
 TARR, JAMES, Diftford, Devon, Butcher Dec 5 at 10 10, Athensum ter, Plymouth
 WILLIAMSON, ARMSTRONG, Sunderland, Patent Medicine Vendor Nov 29 at 3 Off Rec, 25, John st, Sunderland
 WILLIAMS, THOMAS, Ruthin, Denbigh, Butcher Nov 29 at 12 The Priory, Wrexham
 WILLIAMS, THOMAS, Llanfihangel Rhydithon, Radnor, Farmer Dec 5 at 10 4, Court st, Leominster
 WILD, JOHN WILLIAM, Blackburn, Glass Dealer Dec 11 at 1.30 County Court House, Blackburn

ADJUDICATIONS.

ALLENBY, SAMUEL, Burnley, Cabinet Maker Burnley Pet Nov 19 Ord Nov 20
 ATKIN, WALTER FRED, Uterby, Lincs, General Dealer Gt Grimby Pet Nov 16 Ord Nov 16
 BAINBRIDGE, JOHN DAVIDSON, Comest, Durham, Tailor Newcastle on Tyne Pet Nov 8 Ord Nov 18
 BASSINGTON, ARTHUR, Deal, Kent, Licensed Victualler Canterbury Pet Nov 19 Ord Nov 19
 BOSANQUET, CHARLES KNIGHTON, Bristol, Commercial Traveller Bristol Pet Nov 7 Ord Nov 18
 BRAYSHAW, GEORGE ARMITAGE, Batley, Yorks, Butcher Dewsbury Pet Nov 18 Ord Nov 18
 CHILDS, PHILIP, Queen's rd, Dalston, Cabinet Maker High Court Pet Nov 18 Ord Nov 18
 COLSTON, ARTHUR, Bristol, Tobacconist Bristol Pet Nov 19 Ord Nov 19
 DES CLAYES, CAMILLE, Jermyn st, St James's, Wine Merchant High Court Pet Nov 15 Ord Nov 19
 ENGLISH, ARTHUR W, Norfolk, Builder Norwich Pet Nov 11 Ord Nov 19
 FRAYER, JAMES Salford, Lancs, Baker Salford Pet Nov 16 Ord Nov 19
 FROGATT, ALFRED, Birmingham, Coaldealer Birmingham Pet Nov 9 Ord Nov 19
 GOLDSMID, ALFRED JOSEPH, Bath, Boot Dealer Bath Pet Oct 9 Ord Nov 18
 GREGORY, GEORGE, Laurence Pountney lane, Merchant High Court Pet Nov 18 Ord Nov 18
 HANCOCK, JOHN HOWARD, Cardiff, Pilot Cardiff Pet Nov 16 Ord Nov 18
 HILL, WILLIAM, Gt Grimsby, Fisherman Gt Grimsby Pet Nov 18 Ord Nov 18
 HOBBS, JOSEPH WILLIAM, Snelmsmore, Chieveley, Berks Farmer Newbury Pet Nov 11 Ord Nov 18
 HUGO, FREDERICK, Bodmin, Cornwall, Hotel Keeper Truro Pet Nov 16 Ord Nov 20
 INGHAM, JESSE, Gt Grimsby, Fish Merchant Gt Grimsby Pet Nov 18 Ord Nov 18
 JONES, OWEN DAVID, Carnarvon, Draper Bangor Pet Nov 19 Ord Nov 19
 MERLINI, JAMES, Cardiff, Grocer Cardiff Pet Oct 23 Ord Nov 18
 MILLER, WILLIAM SPENCER, Blackpool, Joiner Preston Pet Oct 30 Ord Nov 19
 MOXY, PETER, Lowestoft, Smackowner Great Yarmouth Pet Nov 18 Ord Nov 13
 OAKLEY, OLIVER JAMES, Attleborough, Nuneaton, Baker Coventry Pet Nov 20 Ord Nov 20
 PERES, THOMAS, Birmingham, Brasscaster Birmingham Pet Nov 19 Ord Nov 19
 PERRY, WILLIAM, Weston super Mare Wells Pet Nov 16 Ord Nov 18
 PICKERING, ISAAC, Dalton in Furness, Boot Maker Ulverston Pet Nov 18 Ord Nov 19
 PRESTON, WILLIAM, Dorset mews, Dorset square, Licensed Victualler St Albans Pet Nov 11 Ord Nov 19
 ROGERS, WILLIAM WILLIAMS, Swansea, Analytical Chemist Swansea Pet Nov 19 Ord Nov 19
 ROWLANDS, WILLIAM JOHN, Aberaman, Aberdare, Glam Grocer Aberdare Pet Nov 19 Ord Nov 19

REE, JOHN, Maesteg, Glam, Grocer Cardiff Pet Nov 18
 RICHARDSON, THOMAS, Bradford, Stuff Warehouseman
 Bradford Pet Nov 11 Ord Nov 30
 SMITH, SAMUEL, sen, and SAMUEL SMITH, jun, Queensville,
 Staffs, Hauliers Stafford Pet April 4 Ord April 10
 THOMAS, WILLIAM, Tenby, Pembroke, Plumber Pembroke
 Dock Pet Nov 15 Ord Nov 18
 WARD, JONATHAN, Sheffield, Provision Dealer Sheffield
 Pet Nov 18 Ord Nov 18
 WATERS, JAMES, Norfolk, Farmer Norwich Pet Nov 19
 Ord Nov 20
 WHILKA, JOHN, Burton on Trent, Painter Burton on Trent
 Pet Nov 19 Ord Nov 19
 WIDDOWS, FRANK ARTHUR, and JOHN HOWARD, Swansea,
 Colliery Proprietors Liverpool Pet Aug 19 Ord
 Nov 20

Amended Notice substituted for that published in the
 London Gazette of Nov. 8.
 HUMPHREY, JAMES MARTIN, Lowestoft, Smackowner Gt
 Yarmouth Pet Nov 2 Ord Nov 4

London Gazette.—TUESDAY, NOV. 26.

RECEIVING ORDERS.

ATTENKOT, TOM, Leighton Buzzard, Organ Builder Luton
 Pet Nov 21 Ord Nov 21
 BERRY, AARON, BERRY, WILLIAM, and BENJAMIN BERRY,
 Irlam, Lanes, Brickmakers Salford Pet Nov 21 Ord
 Nov 21
 BROMLEY, GEORGE, and JOHN FRANCIS INGRAM BROMLEY,
 Hougham, nr Dover, Farmers Canterbury Pet Nov 22
 Ord Nov 22
 CASSELL, H., Birmingham, Tailor Birmingham Pet Oct 31
 Ord Nov 21
 CRISP, WILLIAM, Dudley, Worcestershire, Builder Dudley
 Pet Nov 21 Ord Nov 22
 DAVES, WILLIAM HOOK, Chasner rd, Acton, Engineer
 Brentford Pet Nov 22 Ord Nov 22
 DAVIES, JOHN, Swansea, Shipsmith Swansea Pet Nov 12
 Ord Nov 22
 FUERNER, JOHN, Market Drayton, Painter Nantwich Pet
 Nov 11 Ord Nov 22
 GODLONTOX, WILLIAM HENRY, Stoke Newington rd, Manu-
 facturer of Blinds High Court Pet Nov 5 Ord
 Nov 22
 HAINSWORTH, H. W., Paper st, Redcross st, Manufacturer's
 Agent High Court Pet Nov 7 Ord Nov 22
 HOLLOCK, ARTHUR, Birmingham, Builder Birmingham
 Pet Nov 21 Ord Nov 21
 KIRBY, JOSEPH, Leicester, Butcher Leicester Pet Nov 20
 Ord Nov 21
 LAWES, WILLIAM, Moulton, Lincs, Wheelwright Peter-
 borough Pet Nov 21 Ord Nov 23
 LEAKE, F. L., & SONS, South Woodford, Portmanteau Makers
 High Court Pet Nov 4 Ord Nov 23
 LEATHERBARROW, JOHN, Darlington, Stockton on
 Tees Pet Nov 30 Ord Nov 30
 LEWIS, MOSS, Spitalfields High Court Pet Nov 1 Ord
 Nov 23
 MEDHURST, JOHN THOMAS, Linchhouse, Chain Cable Mer-
 chant High Court Pet Nov 22 Ord Nov 22
 MORREY, JOHN, Handsworth, Builder Birmingham Pet
 Nov 22 Ord Nov 22
 PATON, HENRY, Leeds, Watchmaker Leeds Pet Nov 22
 Ord Nov 22
 PAYNE-GALLWEY, WYNDHAM HARRY, Ilkley, Yorks, En-
 gineer Leeds Pet Nov 6 Ord Nov 22
 PENDLETON, JOSHUA, Walton, Lanes, Slater Liverpool
 Pet Nov 21 Ord Nov 21
 POWELL, DAVID, Aberdare, Glam, Licensed Victualler
 Aberdare Pet Nov 21 Ord Nov 21
 POWELL, RICHARD JAMES, Canon Pyon, Hereford, Farmer
 Hereford Pet Nov 20 Ord Nov 20
 ROBINSON, PETER, Warrington, Lanes, Slaughterer Warrington
 Pet Nov 23 Ord Nov 23
 ROBINSON, WILLIAM DYSON, Tadcaster, Yorks, Sand Mer-
 chant York Pet Nov 21 Ord Nov 21
 ROGERS, THOMAS, Cheam, Bucks, Boot Dealer Aylesbury
 Pet Nov 23 Ord Nov 23
 SAMSON, F. J., Burghill rd, Sydenham, Gent Greenwich
 Pet Oct 29 Ord Nov 19
 SHORT, FREDERICK STEPHEN, Parkstone, Dorset, Architect
 Poole Pet Nov 20 Ord Nov 30
 SUMNER, JOHN, Digby, Lincs, Engine Driver Boston Pet
 Nov 23 Ord Nov 23
 SWAIN, THOMAS, Worthing, nr Burnley, Carter Burnley
 Pet Nov 22 Ord Nov 23
 TAYLOR, FRANCIS, Bournemouth, House Agent Poole
 Pet Oct 29 Ord Nov 19
 WELLS, TOM, St Leonards on Sea Hastings Pet Nov 4
 Ord Nov 22
 WHITEHEAD, GEORGE, Minter, nr Hoxton, Cabinet Maker
 High Court Pet Nov 6 Ord Nov 21
 WILLIAMS, RICHARD BENJAMIN, Walditch, nr Bridport,
 Dorsetshire, Builder Dorchester Pet Nov 23 Ord
 Nov 22
 WILLIAMS, WILLIAM, Crews, Grocer Nantwich Pet Nov
 21 Ord Nov 21
 WILLING, CHRISTOPHER THOMAS, Exmouth, Millwright
 Exeter Pet Nov 21 Ord Nov 21
 WILSON, THOMAS WILLIAM, Hellfield, Yorks Bradford
 Pet Nov 21 Ord Nov 21
 YASTIAN, JOSEPH, and JAMES MOLLISON, Baker st, Portman
 sq, Ladies' Tailors High Court Pet Nov 8 Ord Nov
 21

FIRST MEETINGS.

BASFORD, HENRY THOMAS, and STEPHEN BASFORD, South-
 ampton, Tailors Dec 4 at 3.15 Off Rec, 4, East st,
 Southampton
 BARRINGTON, ARTHUR, Deal, Kent, Licensed Victualler
 Dec 6 at 9.30 Off Rec, 73, Castle st, Canterbury
 BRAUNSTON, F. W., Ipswich, Tarpaulin Manufacturer Ips-
 wiche Dec 12 at 11.30 Off Rec, 36, Princes st,
 Ipswich
 BORSOR, JOSEPH, Birmingham, Fishmonger Dec 6 at 11
 25, Colmore row, Birmingham

BURNS, CHARLES RICHARD, Reading, Ladies Outfitter Dec
 3 at 3 Bankruptcy bldgs, Carey st
 CASSELL, FREDERICK ARTHUR, Blackhorse rd, Deptford,
 Tar Distiller Dec 3 at 11.30 24, Railway app, London
 Bridge
 CHILDS, PHILIP, Queen's rd, Dalston, Cabinet Maker Dec
 3 at 2.30 Bankruptcy bldgs, Carey st
 COLTOTH, ARTHUR, Bristol, Tobaccoist Dec 4 at 12 Off
 Rec, Bank chmbrs, Corn st, Bristol
 CORNFORTH, EDMOND, Grangetown, Yorks, Farmer Dec 11
 at 3 Off Rec, 8, Albert rd, Middleborough
 DAVIES, HENRY, Deepfields, Staffs, Royalty Master Dec
 3 at 11 Off Rec, Dudley
 DEATH, WILLIAM EPHRAIM, Leadenhall st, Engineer Dec
 6 at 12 Bankruptcy bldgs, Carey st
 DONNELLY, WILLIAM, Eleanor rd, Romford rd, Stratford,
 Civil Service Clerk Dec 4 at 11 Bankruptcy bldgs,
 Carey st
 DYSON, ALFRED EVANS, Aston, Birmingham, Plumber
 Dec 5 at 11 23, Colmore row, Birmingham
 EDDEN, ALFRED, Barnsley, Yorks, Monumental Mason
 Dec at 10.15 Off Rec, 3, Back Regent st, Barnsley
 FERNAT, PAUL, Fore st, Agent Dec 3 at 11 Bankruptcy
 bldgs, Carey st
 FLETT, ALEXANDER, Aldersgate st Dec 4 at 2.30 Bank-
 ruptcy bldgs, Carey st
 FRANCE, JAMES, Salford, Lanes, Baker Dec 4 at 3 Ogden's
 chmbrs, Bridge st, Manchester
 FROGATT, ALFRED, Birmingham, Coal Dealer Dec 6 at 12
 23, Colmore row, Birmingham
 GOODING, WILLIAM HENRY, Exeter, Building Contractor
 Dec 3 at 3 The Castle of Exeter, Exeter
 GOODYER, DAVID JAMES, Leicester, Furniture Dealer Dec
 3 at 12.30 Off Rec, 1, Burdige st, Leicester
 GREGORY, GEORGE, Laurence Pountney lane, E.C., Merchant
 Dec 4 at 13 Bankruptcy bldgs, Carey st
 HARRISON, JOHN, Stockton on Tees, Coal Dealer Dec 4 at
 3 Off Rec, 8, Albert rd, Middleborough
 HARRISON, WILLIAM, Clitheroe, Lanes, Chemist Dec 11 at
 2 County Ct house, Blackburn
 HAWKINS, HENRY, Cardiff, Bookseller Dec 6 at 11 Off
 Rec, 29, Queen st, Cardiff
 HILL, WILLIAM, Gt Grimaby, Fisherman Dec 3 at 11 Off
 Rec, 15, Osborne st, Gt Grimaby
 HUGO, FREDERICK, Bodmin, Cornwall, Hotel Keeper Dec
 3 at 12.30 Off Rec, Bodmin st, Truro
 JONES, ROBERT, Liverpool, Commercial Clerk Dec 4 at 12
 Off Rec, 35, Victoria st, Liverpool
 MALCOLMSON, EDWARD, Stoughton Barracks, Guildford,
 Captain Dec 3 at 12.30 24, Railway app, London
 Bridge
 MERLINI, JAMES, Cardiff, Grocer Dec 10 at 11 Off Rec,
 29, Queen st, Cardiff
 MUNDAY, EDWIN SHAW, Skegness, Tobaccoist Dec 5 at 12
 Off Rec, 48, High st, Boston
 NELSON, JOHN, Workop, Fish Dealer Dec 4 at 2.30 Off
 Rec, Fytreet lane, Sheffield
 NORRIS, JAMES MARCHE, Stockton on Tees, Innkeeper Dec
 4 at 3 Off Rec, 8, Albert rd, Middleborough
 NORRIS, WILLIAM, King's Norton, Worcs, Grocer Dec 4 at
 11 23, Colmore row, Birmingham
 NOTTON, SEBASTIAN, Aldersgate st, Pipe Manufacturer
 Dec 3 at 2.30 Bankruptcy bldgs, Carey st
 PALMER, JOSEPH, Fontarbia rd, Clapham Common, Builder
 Dec 3 at 12 24, Railway app, London Bridge
 PERREY, WILLIAM, Weston super Mare Dec 4 at 11.30 Off
 Rec Bank chmbrs, Corn st, Bristol
 PRESTON, WILLIAM, Dorset mews, Dorset sq, Licensed Vic-
 tualler Dec 5 at 3 Off Rec, 95, Temple chmbrs, Tem-
 ple square
 RICHARDS, THOMAS, Trebarris, Glam, Colliery Timberman
 Dec 4 at 12 65, High st, Merthyr Tydfil
 ROBINSON, WILLIAM DYSON, Boston, Spa, Yorks, Sand
 Merchant Dec 6 at 12.30 Off Rec, 28, Stonage, Yorks
 TATTON, THOMAS, Stoke upon Trent, Grocer Dec 3 at 11
 Off Rec, Newcastle under Lyme
 TAYLOR, FRANK, Pokesdown, Hants, House Agent Dec
 3 at 12.30 Off Rec, Salisbury
 Usher, WILLIAM JOHN, Manchester, Bristle Merchant
 Dec 4 at 2.30 Ogden's chmbrs, Bridge st, Man-
 chester
 VAUGHAN, THOMAS, Beachchurch, Salop, Farmer Dec 3 at
 11.30 Off Rec, Shrewsbury
 WARD, JONATHAN, Sheffield, Provision Dealer Dec 4 at 3
 Off Rec, Fytreet lane, Sheffield
 WHILES, JOHN, Burton on Trent, Painter Dec 18 at 11.30
 Midland Hotel, Station st, Burton on Trent
 WILLIAMS, MARY, Llangollen, Denbighshire, Milliner
 Dec 3 at 12 Crypt chmbrs, Eastgate row, Chester
 WILLING, CHRISTOPHER THOMAS, Exmouth, Millwright Dec
 6 at 10 Off Rec, 13, Bedford circus, Exeter
 WILSON, THOMAS WILLIAM, Hellfield, Yorks Dec 5 at 11
 Off Rec, 31, Market row, Bradford
 WILSON, HENRY WHITEHEAD, nr Newcastle, Farmer
 Dec 3 at 12 Off Rec, Newcastle under Lyme

ADJUDICATIONS.

AUSTEN, ERNEST STREATOR, and GEORGE TOWNSEND,
 Bucklersbury, Advertising Agents High Court Pet
 Oct 25 Ord Nov 21
 BERRY, AARON, WILLIAM BERRY, and BENJAMIN BERRY,
 Irlam, Lanes, Brickmakers Salford Pet Nov 21 Ord
 Nov 21
 BORSOR, JOSEPH, Birmingham, Fishmonger Birmingham
 Pet Nov 6 Ord Nov 22
 BROMLEY, GEORGE, and JOHN FRANCIS INGRAM BROMLEY,
 Hougham, nr Dover, Farmers Canterbury Pet Nov
 22 Ord Nov 22
 CASSELL, H., Birmingham, Tailor Birmingham Pet Oct
 31 Ord Nov 22
 CLARKE, JOHN, Manchester, Solicitor Manchester Pet
 June 14 Ord Nov 21
 CRISP, WILLIAM, Dudley, Worcs, Builder Dudley Pet
 Nov 21 Ord Nov 22
 DE LELIVA, THEODORE ALEXANDRE, Piccadilly, Con-
 fessors High Court Pet Aug 3 Ord Nov 21
 DYSON, ALFRED EVANS, Aston, Birmingham, Plumber
 Birmingham Pet Nov 7 Ord Nov 22

FLETT, ALEXANDER, Aldersgate st High Court Pet Oct
 11 Ord Nov 21
 GOLDRING, THOMAS WALLACE, Abchurch lane, Solicitor
 High Court Pet Sept 6 Ord Nov 20
 GRUNDY, THOMAS, Ladywell rd, Lewisham, Builder Green-
 wich Pet Aug 20 Ord Oct 11
 HESSE, MAX, Chertiton on Medlock, Merchant Manchester
 Pet Sept 5 Ord Nov 21
 HILL, WILLIAM, Haughton, Staffs, Farmer Stafford Pet
 Oct 16 Ord Nov 21
 HOLLOCK, ARTHUR, Birmingham, Builder Birmingham
 Pet Nov 21 Ord Nov 22
 HORTON, WILLIAM THOMAS, Marquis grove, Canonbury,
 Funtier High Court Pet Oct 11 Ord Nov 23
 JONES, ROBERT, Liverpool, Commercial Clerk Liverpool
 Pet Nov 14 Ord Nov 23
 KIRBY, JOSEPH, Leicester, Butcher Leicester Pet Nov 20
 Ord Nov 21
 LAWES, WILLIAM, Moulton, Wheelwright Peterborough
 Pet Nov 21 Ord Nov 23
 LEATHERBARROW, JOHN, Darlington, Lessee of a Patent
 Stockton on Tees Pet Nov 30 Ord Nov 30
 MORREY, JOHN, Handsworth, Builder Birmingham Pet
 Nov 22 Ord Nov 23
 PATON, HENRY, Leeds, Watchmaker Leeds Pet Nov 22
 Ord Nov 22
 PENDLETON, JOSHUA, Walton, Lanes, Slater Liverpool
 Pet Nov 19 Ord Nov 21
 POWELL, DAVID, Aberdare, Glam, Licensed Victualler
 Aberdare Pet Nov 21 Ord Nov 21
 POWELL, RICHARD JAMES, Canon Pyon, Herefordshire,
 Farmer Hereford Pet Nov 20 Ord Nov 20
 ROBINSON, PETER, Warrington, Lanes, Slaughterer War-
 rington Pet Nov 23 Ord Nov 23
 ROBINSON, WILLIAM DYSON, Tadcaster, Yorks, Sand Mer-
 chant York Pet Nov 20 Ord Nov 21
 ROWE, JOHN JOSEPH, Nottingham Nottingham Pet Nov
 15 Ord Nov 15
 SILVERSTEIN, ALFRED GRAHAM, Conduit st, Regent st, Court
 Milliner High Court Pet Nov 8 Ord Nov 20
 SKEATON, JAMES GRAY, and JAMES WILLIAM, Minorities,
 E.C., Engineers High Court Pet Nov 4 Ord Nov 21
 SUMNER, JOHN, Digby, Lincs, Engine Driver Boston Pet
 Nov 23 Ord Nov 23
 SWAIN, THOMAS, Worthing, nr Burnley, Carter Burnley
 Pet Nov 22 Ord Nov 23
 TURNER, WILLIAM JOHN, Edgmond, nr Newport, Salop,
 Farmer Stafford Pet Oct 9 Ord Nov 21
 TAYLOR, FRANCIS, Pokesdown, Hampshire, House Agent
 Poole Pet Nov 18 Ord Nov 19
 WATKINS, JAMES, Shirley, nr Birmingham, Accountant
 Clerk Birmingham Pet Nov 19 Ord Nov 22
 WHITEHEAD, GEORGE, Hoxton, Cabinet Maker High Court
 Pet Nov 6 Ord Nov 23
 WILLIAMS, MARY, Llangollen, Denbigh, Milliner Wrexham
 Pet Oct 31 Ord Nov 21
 WILLIAMS, RICHARD BENJAMIN, Walditch, nr Bridport,
 Builder Dorchester Pet Nov 23 Ord Nov 22
 WILLIAMS, WILLIAM, Crews, Grocer Nantwich and Crews
 Pet Nov 21 Ord Nov 21
 WILLING, CHRISTOPHER THOMAS, Exmouth, Millwright
 Exeter Pet Nov 21 Ord Nov 21
 WILSON, THOMAS WILLIAM, Hellfield, Yorks Bradford
 Pet Nov 21 Ord Nov 21

SALES OF ENSUING WEEK.

Dec. 2.—Messrs. J. A. LOWLEY & Co., at the Mart, at 2,
 Reversion to Shop and Residence, 13, Curzon-street,
 Mayfair, held for 52 years; Leasehold Investment in 16,
 Chestnut-gardens, Barnes (see advt., this week, p. 6).
 Dec. 5.—Messrs. H. E. FOSTER & CRANFIELD, at the Mart,
 at 2, Reversions, Policies, and Life Interests, &c. (see
 advt., this week, p. 6).
 Dec. 5.—Mr. ALFRED RICHARDS, at the Mart, at 2, Barnet
 District Gas and Water Co. £5,840 of D Gas Stock (see
 advt., Nov. 23, p. 6).

All letters intended for publication in the
 "Solicitors' Journal" must be authenticated
 by the name of the writer.

Where difficulty is experienced in procuring the
 Journal with regularity, it is requested that
 application be made direct to the Publisher.

EDE AND SON, ROBE AND MAKERS.

BY SPECIAL APPOINTMENT

To Her Majesty, the Lord Chancellor, the Whole of the
 Judicial Bench, Corporation of London, &c.

ROBES FOR QUEEN'S COUNSEL AND BARRISTERS.

SOLICITORS' GOWNS.

Law Wigs and Gowns for Registrars, Town
 Clerks, and Clerks of the Peace.

Corporation Robes, University and Clergy Gowns.

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